



LODI CITY COUNCIL

Carnegie Forum
305 West Pine Street, Lodi

AGENDA – REGULAR MEETING

Date: September 19, 2007

Time: Closed Session 6:30 p.m.
Regular Meeting 7:00 p.m.

For information regarding this Agenda please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

***NOTE:** All staff reports or other written documentation relating to each item of business referred to on the agenda are on file in the Office of the City Clerk and are available for public inspection. If requested, the agenda shall be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 (42 U.S.C. Sec. 12132), and the federal rules and regulations adopted in implementation thereof. To make a request for disability-related modification or accommodation contact the City Clerk's Office as soon as possible and at least 24 hours prior to the meeting date.*

C-1 Call to Order / Roll Call

C-2 Announcement of Closed Session

- a) Actual Litigation: Government Code §54956.9(a); One Case; Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al., Superior Court, County of San Francisco, Case No. 323658
- b) Actual Litigation: Government Code §54956.9(a); One Case; Richard Romero, a Minor, By and Through His Guardian as Litem, Susie Romero v. City of Lodi, San Joaquin County Superior Court, Stockton Branch, Case No. CV027014

C-3 Adjourn to Closed Session

NOTE: THE FOLLOWING ITEMS WILL COMMENCE NO SOONER THAN 7:00 P.M.

C-4 Return to Open Session / Disclosure of Action

A. Call to Order / Roll call

B. Invocation – Pastor Glen Barnes, First Baptist Church

C. Pledge of Allegiance – Led by Girl Scout Troop 528

D. Presentations

D-1 Awards – None

D-2 Proclamations – None

D-3 Presentations

- a) Presentation of Certificate of Recognition to the Girls Extreme 16 & Under Softball Team (PR)
- b) Presentation of Certificate of Recognition for the 95th Anniversary of the Girl Scouts

E. Consent Calendar (Reading; Comments by the Public; Council Action)

E-1 Receive Register of Claims in the Amount of \$7,378,125.22 (FIN)

E-2 Approve Minutes (CLK)

- a) September 4, 2007 (Shirtsleeve Session)
- b) September 5, 2007 (Regular Meeting)
- c) September 11, 2007 (Special Joint Shirtsleeve Session w/Lodi Improvement Committee)

E-3 Approve Request for Proposals and Authorize Advertisement for Bids for Carnegie Forum Sound System Replacement Project (PW)

- E-4 Approve Specifications and Authorize Advertisement for Bids for Lane Line Striping for Various City Streets 2007 (PW)
- Res. E-5 Adopt Resolution Approving Lease Amendment for 300 West Pine Street (PW)
- Res. E-6 Adopt Resolution Approving Application for Tire-Derived Product Grant from California Integrated Waste Management Board and Authorizing the City Manager to Execute Grant Agreements (PW)
- Res. E-7 Adopt Resolution Approving Renewal of Revised Maintenance of State Highway 12 Agreement with the State of California Department of Transportation for Fiscal Year 2007-08 (\$11,408) and Authorizing the City Manager to Execute Subsequent Agreements (PW)
- Res. E-8 Adopt Resolutions Authorizing the City Manager to File 2006-07 Revised Claim Totaling \$3,574,427 and 2007-08 Claim Totaling \$3,292,768 for Transportation Development Act Funds from State Transit Assistance (PW)
- Res. E-9 Adopt Resolution Appropriating Funds and Authorizing the City Manager to Enter into a Contract with Rad Bartlam to Provide General Plan Project Management Services (Total Cost \$78,400 for Two Years) (CM)
- E-10 Set Public Hearing for October 3, 2007, for Lodi Memorial Hospital Regarding Issuance of Tax-Exempt Obligations and Approval of the California Statewide Community Development Authority's Issuance of Indebtedness to Construct a New Lodi Memorial Hospital Project (FIN)

F. Comments by the Public on Non-Agenda Items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

G. Comments by the City Council Members on Non-Agenda Items

H. Comments by the City Manager on Non-Agenda Items

I. Public Hearings

- Res. I-1 Public Hearing to Consider Adopting a Resolution Approving the Lodi Solar Rebate Program to Become Effective January 1, 2008 (EUD)
- Ord. I-2 Public Hearing to Consider Introducing Ordinance Amending Chapter 13.20, "Electrical Service," by Adding New Schedule CSS (California Solar Initiative Surcharge) to Become Effective December 1, 2007 (EUD)
- (Introduce)
- I-3 Public Hearing to Consider Unmet Transit Needs in Lodi (PW)

J. Communications

- J-1 Claims Filed Against the City of Lodi – None
- J-2 Appointments
 - a) Post for One Vacancy on the Library Board of Trustees (CLK)
- J-3 Miscellaneous
 - a) Monthly Protocol Account Report (CLK)

K. Regular Calendar

- K-1 Receive Presentation and Provide Comment upon the ACE Service Expansion Study Central Valley Corridor, Merced-Stockton-Sacramento Preliminary Analysis (CM)
- Res. K-2 Adopt Resolution Authorizing Execution of Agreement for Layoff and Sale Relating to Combustion Turbine Project Number One (EUD)
- Res. K-3 Adopt Resolution Approving the Work Plan for the Combination of the Parks and Recreation Department and Hutchins Street Square Community Center (COM)
- K-4 Update on the San Joaquin Local Agency Formation Commission Draft Policies and Procedures (CD)
- Ord. K-5 Introduce Ordinance Amending Lodi Municipal Code Title 13 – Public Services – Chapter 13.12, (Introduce) “Sewer Service,” by Repealing and Reenacting Section 13.12.150 Relating to Connections Outside City (CA)
- K-6 Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$11,552.96) (CA)

L. Ordinances

- Ord. L-1 Adopt Ordinance No. 1801 entitled, “An Ordinance of the Lodi City Council Amending (Adopt) Chapter 13.20, ‘Electrical Service,’ by Repealing and Reenacting Section 13.20.210, ‘Schedule EM,’ Relating to Mobile Home Park Service Rates” (CLK)

M. Adjournment

Pursuant to Section 54954.2(a) of the Government Code of the State of California, this agenda was posted at least 72 hours in advance of the scheduled meeting at a public place freely accessible to the public 24 hours a day.

Randi Johl
City Clerk



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Acknowledge the accomplishments and present proclamation to the Girls Extreme 16 & Under Softball Team

MEETING DATE: September 19, 2007

PREPARED BY: Interim Parks and Recreation Director

RECOMMENDED ACTION: Acknowledge the accomplishments and present proclamation to the Girls Extreme 16 & Under Softball Team.

BACKGROUND INFORMATION: The Girls Extreme 16 & Under Softball Team represented Lodi in the Pacific Southwest Babe Ruth Softball regional. After losing the first game to the Concord Glory they came out of the loser's bracket to qualify for the World Series in Eagle Pass, Texas.

The girls finished third for the second year in a row. This team is sponsored by the Boosters of Boys/Girls Sports and the City of Lodi. Individual accomplishments were: All World Series Team – Tori Shepard; Home Run Contest Winner – Allie Mendez; All Defensive Team – Brooke Ortiz, Second Base and Jordynn Elwood, Outfield. Tori Shepard set a new World Series strikeout record with 89 breaking the previous record of 58.

FISCAL IMPACT: None

FUNDING AVAILABLE: N/A

Steve Dutra
Interim Parks and Recreation Director

SD/TWA:tl

cc: City Attorney

APPROVED: _____
Blair King, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Presentation of Certificate of Recognition for the 95th Anniversary of the Girl Scouts
MEETING DATE: September 19, 2007
PREPARED BY: City Clerk

RECOMMENDED ACTION: Present Certificate of Recognition for the 95th Anniversary of the Girl Scouts.

BACKGROUND INFORMATION: The Mayor has been requested to present a Certificate of Recognition in celebration of the 95th anniversary of the Girl Scouts organization. Sarah Heberle, along with Girl Scouts from Troop 528, will be at the meeting to accept the proclamation.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive Register of Claims Dated August 23, and August 30, 2007 in the Total Amount of \$7,378,125.22

MEETING DATE: September 19, 2007

PREPARED BY: Financial Services Manager

RECOMMENDED ACTION: Receive the attached Register of Claims for \$7,378,125.22.

BACKGROUND INFORMATION: Attached is the Register of Claims in the amount of \$7,378,125.22 dated 8/23/07, and 8/30/07. Also attached is Payroll in the amount of \$1,226,027.69.

FISCAL IMPACT: n/a

FUNDING AVAILABLE: As per attached report.

Ruby R. Paiste, Financial Services Manager

RRP/rp

Attachments

APPROVED: _____
Blair King, City Manager

Accounts Payable
Council Report

Page 1
Date - 08/31/07
Amount

| As of Thursday | Fund | Name | Amount |
|-------------------|-------|-------------------------------|--------------|
| 08/23/07 | 00100 | General Fund | 695,406.18 |
| | 00123 | Info Systems Replacement Fund | 499.00 |
| | 00130 | Redevelopment Agency | 2,079.80 |
| | 00160 | Electric Utility Fund | 4,156,232.42 |
| | 00164 | Public Benefits Fund | 2,084.66 |
| | 00170 | Waste Water Utility Fund | 7,369.41 |
| | 00171 | Waste Wtr Util-Capital Outlay | 123,346.82 |
| | 00172 | Waste Water Capital Reserve | 13,029.36 |
| | 00180 | Water Utility Fund | 734.06 |
| | 00182 | IMF Water Facilities | 32,096.62 |
| | 00210 | Library Fund | 5,075.08 |
| | 00260 | Internal Service/Equip Maint | 20,921.41 |
| | 00270 | Employee Benefits | 8,523.84 |
| | 00300 | General Liabilities | 6,408.86 |
| | 00301 | Other Insurance | 142,773.00 |
| | 00310 | Worker's Comp Insurance | 33,573.03 |
| | 00321 | Gas Tax | 14,150.45 |
| | 00325 | Measure K Funds | 128,764.82 |
| | 00329 | TDA - Streets | 5,100.05 |
| | 00340 | Comm Dev Special Rev Fund | 3,281.01 |
| | 01212 | Parks & Rec Capital | 2,919.89 |
| | 01218 | IMF General Facilities-Adm | 5,353.69 |
| | 01241 | LTF-Pedestrian/Bike | 1,380.00 |
| | 01250 | Dial-a-Ride/Transportation | 156,351.13 |
| | 01410 | Expendable Trust | 61,191.39 |
| Sum | | | 5,628,645.98 |
| | 00184 | Water PCE-TCE-Settlements | 84.00 |
| Sum | | | 84.00 |
| Total for Week | | | |
| Sum | | | 5,628,729.98 |

| | | | | | |
|----------|-------|--------------------------------|-------|--------------|----------|
| | | Accounts Payable | Page | - | 1 |
| | | Council Report | Date | - | 08/31/07 |
| As of | Fund | Name | | Amount | |
| | | Thursday | | | |
| ----- | ----- | ----- | ----- | ----- | ----- |
| 08/30/07 | 00100 | General Fund | | 257,310.81 | |
| | 00102 | Facade Program | | 76.48- | |
| | 00123 | Info Systems Replacement Fund | | 21,811.90 | |
| | 00160 | Electric Utility Fund | | 15,988.88 | |
| | 00161 | Utility Outlay Reserve Fund | | 93,532.30 | |
| | 00164 | Public Benefits Fund | | 2,139.50 | |
| | 00170 | Waste Water Utility Fund | | 21,096.51 | |
| | 00171 | Waste Wtr Util-Capital Outlay | | 20,121.44 | |
| | 00172 | Waste Water Capital Reserve | | 1,034,240.00 | |
| | 00180 | Water Utility Fund | | 9,895.69 | |
| | 00182 | IMF Water Facilities | | 19.81 | |
| | 00210 | Library Fund | | 303.35 | |
| | 00235 | LPD-Public Safety Prog AB 1913 | | 7,986.86 | |
| | 00260 | Internal Service/Equip Maint | | 15,142.93 | |
| | 00270 | Employee Benefits | | 1,552.64 | |
| | 00300 | General Liabilities | | 225.60 | |
| | 00321 | Gas Tax | | 11,705.99 | |
| | 00340 | Comm Dev Special Rev Fund | | 2,334.50 | |
| | 01212 | Parks & Rec Capital | | 159.90 | |
| | 01217 | IMF Parks & Rec Facilities | | 171.04 | |
| | 01250 | Dial-a-Ride/Transportation | | 9,186.96 | |
| | 01410 | Expendable Trust | | 21,930.88 | |
| | | | | ----- | |
| Sum | | | | 1,546,781.01 | |
| | 00184 | Water PCE-TCE-Settlements | | 141,214.48 | |
| | 00190 | Central Plume | | 61,399.75 | |
| | | | | ----- | |
| Sum | | | | 202,614.23 | |
| | | | | ----- | |
| | | Total for Week | | | |
| Sum | | | | 1,749,395.24 | |

Council Report for Payroll

Page
Date

- 1
- 08/31/07

| Payroll | Pay Per Date | Co | Name | Gross Pay |
|-------------------|-----------------|-------|--------------------------------|--------------|
| ----- | | | | |
| | | | - | |
| Regular | 08/26/07 | 00100 | General Fund | 807,472.08 |
| | | 00160 | Electric Utility Fund | 137,421.38 |
| | | 00164 | Public Benefits Fund | 5,208.75 |
| | | 00170 | Waste Water Utility Fund | 77,495.32 |
| | | 00180 | Water Utility Fund | 1,574.86 |
| | | 00210 | Library Fund | 34,908.57 |
| | | 00235 | LPD-Public Safety Prog AB 1913 | 4,282.39 |
| | | 00260 | Internal Service/Equip Maint | 19,246.60 |
| | | 00321 | Gas Tax | 57,655.87 |
| | | 00340 | Comm Dev Special Rev Fund | 34,799.90 |
| | | 01250 | Dial-a-Ride/Transportation | 3,114.56 |
| | | | | ----- |
| Pay Period Total: | | | | |
| Sum | | | | 1,183,180.28 |
| Retiree | 09/30/07 | 00100 | General Fund | 42,847.41 |
| | | | | ----- |
| Pay Period Total: | | | | |
| Sum | | | | 42,847.41 |



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Approve Minutes
a) September 4, 2007 (Shirtsleeve Session)
b) September 5, 2007 (Regular Meeting)
c) September 11, 2007 (Special Joint Shirtsleeve Session w/Lodi Improvement Committee)

MEETING DATE: September 19, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Approve the following minutes as prepared:
a) September 4, 2007 (Shirtsleeve Session)
b) September 5, 2007 (Regular Meeting)
c) September 11, 2007 (Special Joint Shirtsleeve Session w/Lodi Improvement Committee)

BACKGROUND INFORMATION: Attached are copies of the subject minutes, marked Exhibits A through C.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

Attachments

APPROVED: _____
Blair King, City Manager

**CITY OF LODI
INFORMAL INFORMATIONAL MEETING
"SHIRTSLEEVE" SESSION
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 4, 2007**

The September 4, 2007, Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council was canceled.

ATTEST:

Randi Johl
City Clerk

**LODI CITY COUNCIL
REGULAR CITY COUNCIL MEETING
CARNEGIE FORUM, 305 WEST PINE STREET
WEDNESDAY, SEPTEMBER 5, 2007**

C-1 CALL TO ORDER / ROLL CALL

The City Council Closed Session meeting of September 5, 2007, was called to order by Mayor Johnson at 6:45 p.m.

Present: Council Members – Hansen, Hitchcock, Mounce, and Mayor Johnson

Absent: Council Members – Katzakian

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

C-2 ANNOUNCEMENT OF CLOSED SESSION

- a) Actual Litigation: Government Code §54956.9(a); One Case; *Hartford Accident and Indemnity Company, et al. v. City of Lodi, et al.*, Superior Court, County of San Francisco, Case No. 323658

C-3 ADJOURN TO CLOSED SESSION

At 6:45 p.m., Mayor Johnson adjourned the meeting to a Closed Session to discuss the above matter.

The Closed Session adjourned at 6:50 p.m.

C-4 RETURN TO OPEN SESSION / DISCLOSURE OF ACTION

At 7:00 p.m., Mayor Johnson reconvened the City Council meeting, and City Attorney Schwabauer disclosed the following action.

In regard to Item C-2 (a), settlement direction was given.

A. CALL TO ORDER / ROLL CALL

The Regular City Council meeting of September 5, 2007, was called to order by Mayor Johnson at 7:00 p.m.

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. INVOCATION

The invocation was given by Pastor Basil Matthews, St. Paul the Baptist Episcopal Church.

C. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Johnson.

D. AWARDS / PROCLAMATIONS / PRESENTATIONS

D-1 Awards – None

D-2 (a) Mayor Johnson presented a proclamation to Stephanie Allen, Literacy Services Coordinator, proclaiming Saturday, September 8 2007, as “International Literacy Day” in the City of Lodi.

D-2 (b) Mayor Johnson presented a proclamation to Eleanor Ackerman, representing the Lodi/Woodbridge Rose Society, proclaiming the week of September 9 – 15, 2007, as “Lodi Week of the Rose” in the City of Lodi.

D-3 (a) Mayor Johnson presented a Certificate of Recognition to Bob Wheeler, Plant Manager of General Mills, who was retiring after 31 years of service, 23 years of which were devoted to this community.

E. CONSENT CALENDAR

In accordance with the report and recommendation of the City Manager, Council, on motion of Mayor Johnson, Hansen second, unanimously approved the following items hereinafter set forth **except those otherwise noted:**

- E-1 Claims were approved in the amount of \$5,074,935.33.
- E-2 The minutes of August 14, 2007 (Shirtsleeve Session), August 15, 2007 (Regular Meeting), August 21, 2007 (Shirtsleeve Session), and August 28, 2007 (Shirtsleeve Session) were approved as written.
- E-3 Approved the plans and specifications and authorized advertisement for bids for Wastewater Main Replacement Program (Project No. 4).
- E-4 "Approve Request for Proposals for Roget Park Joint Development Project" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-5 Accepted the memorial bench and plaque donation from John Jr. and Erica Teresi in honor of the Teresi Family.
- E-6 "Accept Anonymous Bequest to the Parks and Recreation Department of \$156,000 for Lodi Lake and Playgrounds Throughout the City" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-7 Adopted Resolution No. 2007-174 approving the purchase of polemount transformers to GEXPRO (GE Supply), of North Highlands, CA, in the amount of \$27,567.86.
- E-8 Adopted Resolution No. 2007-175 authorizing the sole-source purchase of a Jacobsen Model T628 Turfcut 4WD 72" rotary mower from H.V. Carter Company, Inc., of Sacramento, CA, in the amount of \$22,538.07.
- E-9 "Adopt Resolution Authorizing the Purchase, Installation, and Maintenance of a Video Surveillance System at the Lodi Public Library to Alamo Alarm, of Lodi (\$11,731.56), and Appropriate \$11,731" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-10 Adopted Resolution No. 2007-176 awarding the contract for Restroom Replacement Improvements at Henry Graves Park, 2206 Oxford Way, and Beckman Park, 1426 West Century Boulevard, to Diede Construction, of Woodbridge, CA, in the amount of \$347,994.08, and appropriated \$363,000.
- E-11 Received report on Contract Change Orders for White Slough Water Pollution Control Facility Phase 3 Improvements Project 2007.
- E-12 "Adopt Resolution Authorizing the City Manager to Approve a Three-Year Contract with ATT for T3 Internet Service (\$33,048 per year)" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-13 "Adopt Resolution Authorizing the City Manager to Execute a Master Energy Purchase and Sale Agreement with PPM Energy, Inc., of Portland, Oregon" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
- E-14 Adopted Resolution No. 2007-177 authorizing the City Manager to sign agreement forms with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance, accepting grant funding in the amount of \$28,450.

- E-15 Adopted Resolution No. 2007-178 vacating a ten-foot public utility easement located at Lodi Memorial Hospital (975 South Fairmont Avenue and 1200 West Vine Street).
 - E-16 Adopted Resolution No. 2007-179 amending Traffic Resolution No. 97-148 to modify street parking restrictions for permit parking area adjacent to Zone A (near Pacific Coast Producers).
 - E-17 Adopted Resolution No. 2007-180 in support of the City of Lodi Electric Utility's energy efficiency program targets, as mandated by State law.
 - E-18 "Set Public Hearing for September 19, 2007, to Introduce the Lodi Solar Rebate Program to Become Effective January 1, 2008" was ***pulled from the Consent Calendar and discussed and acted upon following approval of the Consent Calendar.***
 - E-19 Set public hearing for September 19, 2007, to introduce ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge) to become effective December 1, 2007.
 - E-20 Set public hearing for September 19, 2007, to consider unmet transit needs in Lodi.
-

ACTION ON ITEMS REMOVED FROM THE CONSENT CALENDAR

NOTE: The following item was discussed and acted upon out of order.

- E-12 "Adopt Resolution Authorizing the City Manager to Approve a Three-Year Contract with ATT for T3 Internet Service (\$33,048 per year)"

Robin Rushing requested the item be pulled. In response to Mr. Rushing, Deputy City Manager Krueger replied the cost is related to the pipeline that allows enhanced access for bandwidth service and not actual Internet service. City Manager King concurred.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Hansen second, unanimously adopted Resolution No. 2007-181 authorizing the City Manager to approve a three-year contract with ATT for T3 Internet service in the amount of \$33,048 per year.

- E-4 "Approve Request for Proposals for Roget Park Joint Development Project"

Council Member Hitchcock pulled this item and requested a presentation.

City Manager King provided a brief overview of the history of the proposed project, discussing staff effort, previous Council direction, and the request for proposals.

Public Works Director Prima provided an overview of the request for proposals, process, and schedule.

In response to Council Member Hitchcock, City Manager King stated the strategy was to offer to give the property to a developer and let the potential developers present various designs and use options, which would include park development and housing elements.

In response to Council Member Hitchcock, Mr. Prima stated the cost of developing the park outright was upwards of a half million dollars. He stated the request for proposals included a two-year requirement for park maintenance. City Manager King stated the original park estimate was \$1.78 million before the proposal was narrowed to the vanilla park option. Mr. King provided an overview of the various proposals, maintenance options, and housing options the Council had previously discussed.

Discussion ensued between Council Member Hitchcock, Council Member Hansen, and City Manager King regarding Century Meadows Park, the expectation of refined specifications for park requirements, separation between housing and park elements, and the need to entice potential developers with the land in order to develop the housing and park elements.

In response to Council Member Hitchcock, Community Development Director Hatch stated the growth management allocation process will be applicable and subject to Council approval. Mr. King stated the development agreement will be used as a tool for park requirements.

In response to Mayor Johnson, Mr. Prima stated the developer standards are subject to Council approval and the flexibility is for design purposes only.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, approved the request for proposals for Roget Park Joint Development Project. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katakian, Mounce, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – None

- E-6 “Accept Anonymous Bequest to the Parks and Recreation Department of \$156,000 for Lodi Lake and Playgrounds Throughout the City”

This item was pulled for further discussion by Council Member Hansen.

Council Member Hansen and Mayor Johnson publicly thanked the anonymous donor for the contribution.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously accepted the anonymous bequest to the Parks and Recreation Department of \$156,000 for Lodi Lake and playgrounds throughout the City.

- E-9 “Adopt Resolution Authorizing the Purchase, Installation, and Maintenance of a Video Surveillance System at the Lodi Public Library to Alamo Alarm, of Lodi (\$11,731.56), and Appropriate \$11,731”

This item was pulled for further discussion by Mayor Pro Tempore Mounce.

In response to Mayor Pro Tempore Mounce, Library Services Director Martinez stated the four companies were selected based on research of companies that provided the needed services and that the methodology was consistent with the City's bid process.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, unanimously adopted Resolution No. 2007-182 authorizing the purchase, installation, and maintenance of a video surveillance system at the Lodi Public Library to Alamo Alarm, of Lodi, in the amount of \$11,731.56, and appropriated \$11,731.

- E-13 “Adopt Resolution Authorizing the City Manager to Execute a Master Energy Purchase and Sale Agreement with PPM Energy, Inc., of Portland, Oregon”

Council Member Hitchcock pulled this item and requested a presentation.

Electric Utility Director Morrow provided an overview of the proposed action including the process associated with energy purchase and execution of the agreement regarding the same.

In response to Council Member Hitchcock, Mr. Morrow stated the action falls within the umbrella agreement and is more of a housekeeping measure.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Hansen second, unanimously adopted Resolution No. 2007-183 authorizing the City Manager to execute a Master Energy Purchase and Sale Agreement with PPM Energy, Inc., of Portland, Oregon.

- E-18 "Set Public Hearing for September 19, 2007, to Introduce the Lodi Solar Rebate Program to Become Effective January 1, 2008"

This item was pulled for further discussion by Mayor Pro Tempore Mounce.

In response to Mayor Pro Tempore Mounce, Mr. Morrow stated an exact surcharge may be necessary because utilizing existing reserves does not help increase cash reserves and improve financial standing. Mr. Morrow also discussed similar surcharges by other cities for public benefit programs, requirements of Senate Bill 1, fixed number to earn \$600,000 per year for three years, and the public hearing process regarding the same.

In response to Council Member Hitchcock, Mr. Morrow confirmed that the program is state mandated without a funding mechanism.

In response to Council Member Katzakian, Mr. Morrow stated the application to residential is approximately \$2.80.

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Johnson second, set public hearing for September 19, 2007, to introduce the Lodi Solar Rebate Program to become effective January 1, 2008. The motion carried by the following vote:

Ayes: Council Members – Hansen, Hitchcock, Katzakian, and Mayor Johnson

Noes: Council Members – Mounce

Absent: Council Members – None

F. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

- Robin Rushing spoke of his concerns regarding increases in his monthly utility bill for City services.
- Dianne Nantt spoke of her concerns regarding interactions with City staff regarding opening businesses within City limits, grease traps, sign requirements, theater company inspection, and Head Start rented space. She suggested guidelines be provided to new businesses.
- Barbara Flockhart spoke of her concerns regarding redevelopment and suggested attendance at a conference regarding redevelopment abuse.
- Donna Phillips spoke of her concerns regarding noise, safety, and security around Lodi Lake and requested improvements regarding the same. In response to Mayor Johnson, Ms. Phillips stated continuing police patrol presence is limited because of the number of parks and enforcement is minimal. City Manager King stated staff will review status of the same.
- Jerry Glenn spoke in support of the Lodi Adopt-A-Child program and urged City Council participation in the Shopping Spree event to be held on October 13, 2007.

G. COMMENTS BY CITY COUNCIL MEMBERS ON NON-AGENDA ITEMS

- Mayor Pro Tempore Mounce wished Council Member Katzakian and City Manager King a Happy Birthday.
- Council Member Hansen reported on his attendance at the San Joaquin Council of Governments and Northern California Power Agency meetings. He specifically discussed the Measure K strategic plan, high speed rail meeting scheduled for September 18, 2007, and status of the CT-1 Roseville project.

H. COMMENTS BY THE CITY MANAGER ON NON-AGENDA ITEMS

- City Manager King stated staff will follow up on the comments made by the public and provided some general information regarding redevelopment.

RECESS

At 8:38 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 8:45 p.m.

I. PUBLIC HEARINGS

- I-1 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to consider the introduction of an ordinance amending Chapter 13.20, "Electrical Service," Section 13.20.210, Schedule EM (Mobile Home Park Service), to become effective November 1, 2007.

City Manager King briefly introduced the subject matter. Electric Utility Director Morrow stated the ordinance is a housekeeping measure to clarify language and there are no substantive changes.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Council Member Hitchcock, Mounce second, unanimously introduced Ordinance No. 1801 amending Chapter 13.20, "Electrical Service," Section 13.20.210, Schedule EM (Mobile Home Park Service), to become effective November 1, 2007.

- I-2 Notice thereof having been published according to law, an affidavit of which publication is on file in the office of the City Clerk, Mayor Johnson called for the public hearing to receive comments on and consider adopting resolution accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals.

City Manager King briefly introduced the subject matter.

Water/Wastewater Superintendent Frank Beeler provided an overview of the report on water quality and specifically discussed health goals, State mandates, treatment, contaminants, and staff recommendations.

In response to Council Member Hitchcock, Mr. Beeler stated Well No. 26 has never reached an enforceable level. He stated the appropriate options, including sampling, would be reviewed if that were to ever occur. Mr. Beeler stated the well has consistently been around nine and change is due to natural occurrences.

Hearing Opened to the Public

None.

Public Portion of Hearing Closed

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Hansen second, unanimously adopted Resolution No. 2007-184 accepting the City of Lodi's Report on Water Quality Relative to Public Health Goals.

J. COMMUNICATIONS

J-1 Claims Filed Against the City of Lodi – None

J-2 The following postings/appointments were made:

- a) The City Council, on motion of Mayor Johnson, Hitchcock second, unanimously made the following appointment:

San Joaquin County Solid Waste Management Task Force
JoAnne Mounce, Alternate Unspecified term limit

J-3 Miscellaneous – None

K. REGULAR CALENDAR

K-1 "Approve Site Recommendation for Preferred Site Selection for the Lodi Surface Water Treatment Facilities"

City Manager King briefly introduced the subject matter.

Public Works Director Prima summarized previously reviewed options and discussed the site review, samples of what a plant might look like, benefits of using the Lodi Lake site, consideration by General Mills, configuration possibilities, and scheduling.

In response to Council Member Hitchcock, Mr. Prima stated staff has not received a reply from General Mills to date. City Manager King stated, while General Mills may be open to the idea, it will take some time for them to receive the necessary information, conduct site visits, and receive direction from corporate.

In response to Mayor Pro Tempore Mounce, Mr. Prima stated the pump can be placed inside a structure to address noise concerns.

Council Member Hitchcock requested the item be brought back after additional information regarding Site B is obtained.

In response to Mayor Johnson, Mr. King stated General Mills is in the process of gathering and reviewing information and they have not specifically said anything about leasing the property, as the first step is to ascertain general interest.

Discussion ensued between Council Member Hitchcock, Council Member Hansen, Mayor Johnson, City Clerk Johl, and City Attorney Schwabauer regarding the options associated with reconsidering a previous motion, which failed on a 2 to 2 vote.

Discussion ensued between Council Member Hitchcock, Council Member Hansen, Mayor Pro Tempore Mounce, and Mayor Johnson regarding the history of water usage in the City, Woodbridge Irrigation District, timing of the project, and possible drop dead date of three months for reviewing Site B options.

David Aiken spoke of his concerns regarding giving up public land, noise, and aesthetics.

Jay Bell spoke of his concerns regarding egress and ingress into his neighborhood association if the facility goes into the General Mills site.

Donna Phillips spoke of her concerns regarding utilizing specific areas of the park along the railroad tracks, which may benefit various organizations and the park itself.

Discussion ensued between Council Member Hitchcock, Council Member Hansen, and City Manager King regarding fatal flaws in particular sites, presentation of all sites to show the analytical process, and viable site options.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Mounce second, unanimously directed staff to continue working with General Mills and reviewing options associated with Site B for a three-month period and, thereafter, to bring back the results of the same to the City Council.

- K-2 "Receive White Slough Water Pollution Control Facility Capital Improvement Project Update and Authorize the City Manager to Effectuate the Financing Plan for the Project"

City Manager King briefly introduced the subject matter.

Public Works Director Prima provided a presentation regarding the project. Specific topics of discussion included an overview of treatment facility projects, history since 2000, changes, July 2007 construction, Phase 3 project budget, discharge permit issues, salinity data, nitrate data, chloride data, United States Geological Survey salinity study, pipeline background, pipeline evaluation/assessment history, pictures of corrosion, rehabilitation project, project plan, division structure, sliplining, and anticipated schedule and costs.

In response to Mayor Johnson, Mr. Prima stated there could be a different reading if the monitoring wells were elevated at different levels.

In response to Council Member Hansen, Mr. King stated the take down fee is related to the sales commission for individuals selling bonds and all three components of the anticipated \$30 to \$35 million financing.

In response to Council Member Hitchcock, Mr. Prima stated the current plant flow is 6.3 per day, it is permitted for 7, and designed to handle 8.5 with the new improvements and regulations.

In response to Council Member Hitchcock, Mr. King stated at this time there is no expectation of a rate increase to fund improvements as the current rate structure and impact fees may suffice.

MOTION / VOTE:

The City Council, on motion of Council Member Hansen, Hitchcock second, unanimously received the White Slough Water Pollution Control Facility Capital Improvement Project update and authorized the City Manager to effectuate the financing plan for the project.

- K-3 "Update of Lodi's Request to the San Joaquin Council of Governments to Appoint a Member of the Lodi City Council to the San Joaquin Regional Rail Commission"

City Manager King provided an overview of the status and history associated with the City's request to appoint a representative to the Rail Commission.

Discussion ensued between Mayor Johnson, Council Member Hitchcock, Council Member Hansen, and Mayor Pro Tempore Mounce regarding reaching out to the Rail Commission directly, the need for City representation on the Commission, and possibility of representation through Supervisor Vogel. The consensus was to continue pursuing a seat on the Commission with the members of the Commission itself.

MOTION / VOTE:

There was no Council action taken on this matter.

RECESS

At 10:35 p.m., Mayor Johnson called for a recess, and the City Council meeting reconvened at 10:40 p.m.

K. REGULAR CALENDAR (Continued)

- K-4 "Direct Staff to Prepare a Draft Amendment to the Lodi Municipal Code that Will Add a Freeway Commercial Overlay Zone Classification"

Community Development Director Hatch provided a brief presentation regarding the proposed action as described in detail at the relevant Shirtsleeve Session.

In response to Council Member Hitchcock, Mr. Hatch stated housing in the blue area would need to be rezoned.

In response to Council Member Hitchcock, Mr. Hatch concurred that review of any development would include an assessment of infrastructure needs as a condition of approval.

In response to Council Member Hitchcock, Mr. Hatch confirmed that anyone in the subject area owning property of an acre or more can request a four-story building subject to certain reviews.

Council Member Hitchcock stated she will vote against the matter because she believes the process should be a part of the General Plan amendment.

In response to Mayor Pro Tempore Mounce, Mr. Hatch stated the Academy site frontage piece is currently zoned C-2 and identified as the same.

In response to Council Member Hansen, Mr. Hatch stated any owner with a parcel of land that is an acre or more could request to build a four-story building, but approval would be subject to review of various factors, including surrounding properties and the public hearing process will take place.

In response to Mayor Pro Tempore Mounce, Mr. Hatch stated the overlay is for commercial purposes only and four-story apartments will not be permitted.

MOTION / VOTE:

The City Council, on motion of Mayor Pro Tempore Mounce, Johnson second, directed staff to prepare a draft amendment to the Lodi Municipal Code that will add a Freeway Commercial Overlay Zone classification. The motion carried by the following vote:

Ayes: Council Members – Hansen, Katzakian, Mounce, and Mayor Johnson

Noes: Council Members – Hitchcock

Absent: Council Members – None

- K-5 "Authorize Response to San Joaquin County Grand Jury Regarding its Investigation of the Request for Proposal Process Used by San Joaquin County Emergency Medical Services"

City Manager King provided a brief history of the interaction with the County regarding emergency medical services and the pending litigation.

City Attorney Schwabauer summarized the recommendations provided by the Grand Jury and stated the primary response was that the City is awaiting resolution of the pending litigation and will move forward accordingly.

In response to Council Member Hansen, Mr. Schwabauer stated the Grand Jury is recommending American Medical Response (AMR).

Council Member Hitchcock provided an overview of the grand jury selection process, the means by which recommendations are formulated, and the weight of the recommendations.

In response to Mayor Johnson, Fire Chief Pretz stated the original radio user group disbanded and reformed once it joined AMR and the maintenance fee is \$5 per call.

Discussion ensued between Mayor Johnson and Chief Pretz regarding an equity partnership with the group, the cost associated with the same, maintenance of equipment and funds, and the ability to join as was the case previously.

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Hitchcock second, unanimously authorized response to San Joaquin County Grand Jury regarding its investigation of the request for proposal process used by San Joaquin County Emergency Medical Services.

VOTE TO CONTINUE WITH THE REMAINDER OF THE MEETING

The City Council, on motion of Mayor Pro Tempore Mounce, Hitchcock second, unanimously voted to continue with the remainder of the meeting following the 11:00 p.m. hour.

K. REGULAR CALENDAR (Continued)

- K-6 "Approve Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$131,276.78)"

MOTION / VOTE:

The City Council, on motion of Mayor Johnson, Mounce second, unanimously approved the expenses incurred by outside counsel/consultants relative to the Environmental Abatement Program litigation and various other cases being handled by outside counsel in the amount of \$131,276.78, as detailed below:

| Folger Levin & Kahn - Invoices Distribution | | | | Water Acct. |
|---|-------------|---------|--|---------------------|
| Matter No. | Invoice No. | Date | Description | Amount |
| 8002 | 103583 | Jul-07 | People v M&P Investments | 4,773.99 |
| 8003 | 103591 | Jul-07 | Hartford Insurance Coverage Litigation | 213,894.04 |
| | | | Credit for June Client Charges for overpayment of Costs on Inv.#102108 | (1,730.09) |
| | | | Contingency Fee Amount Savings | (162,163.95) |
| 8008 | 103584 | Jul-07 | City of Lodi v. Envision Law Group | 26,447.67 |
| | 270707a | 7/27/07 | Dr. Jim A. Field, Expert | 11,775.00 |
| | | 8/3/07 | George Tchobanoglous, Ph.D. | 9,312.30 |
| | 6934 | 5/31/07 | West Environmental Services(Krasnoff | 5,440.76 |
| | 7117 | 7/31/07 | West Environmental Services(Krasnoff | 2,827.50 |
| | 278302 | 8/2/07 | GeoTrans, Inc. (Jim Mercer) | 1,861.00 |
| Total | | | | \$112,438.22 |

Kronick Moskowitz Tiedemann & Girard - Invoices Distribution

| Matter No. | Invoice No. | Date | Description | 100351.7323 | 1211.182 | Water Acct. |
|------------|-------------|----------|-------------------------------------|-------------|----------|-------------|
| 11233.026 | 234152 | 07/25/07 | Lodi First v. City of Lodi | 758.00 | | |
| 11233.027 | 234152 | 07/25/07 | Citizens for Open Government v. | 58.10 | | |
| 11233.029 | 234152 | 07/25/07 | AT&T v. City of Lodi | 663.35 | | |
| 11233.030 | 234152 | 07/25/07 | Water Supply Issues-Not Pce Related | | | 1,457.00 |
| 11233.032 | 234152 | 07/25/07 | CFD Formation | | 95.70 | |
| | | | Credit/Overpayment Applied | (168.00) | | |
| | | | Total | 1,311.45 | \$95.70 | \$1,457.00 |

MISCELLANEOUS

| Invoice No. | Date | Description | Water Account Amount |
|-------------|-----------|-------------------------|----------------------|
| 875101 | 8/1/2007 | Harry A. Cannon, Inc. | 2,102.82 |
| 875801 | 8/6/2007 | Harry A. Cannon, Inc. | 1,597.93 |
| 876001 | 8/6/2007 | Harry A. Cannon, Inc. | 1,004.51 |
| 876301 | 8/10/2007 | Harry A. Cannon, Inc. | 2,457.23 |
| 1331004-100 | 8/13/2007 | JAMS Mediation Services | 2,210.42 |
| 2099 | 8/8/2007 | Benchmark Video | 6,601.50 |
| | | | <u>\$15,974.41</u> |

L. ORDINANCES

None.

M. MEETING OF THE LODI FINANCING CORPORATION

At 11:02 p.m., Mayor Johnson adjourned the Regular City Council meeting to the meeting of the Lodi Financing Corporation, and Secretary Johl recorded roll.

MOTION / VOTE:

The Corporation, on motion of President Johnson, Hansen second, unanimously adopted Resolution No. LFC-16 declaring the intent of the Lodi Financing Corporation to reimburse certain expenditures from proceeds of indebtedness for wastewater projects.

There being no further business to come before the Corporation, the meeting was adjourned at 11:03 p.m.

Mayor Johnson reconvened the City Council meeting at 11:03 p.m.

N. ADJOURNMENT

There being no further business to come before the City Council, the meeting was adjourned at 11:03 p.m.

ATTEST:

Randi Johl
City Clerk

**CITY OF LODI
SPECIAL JOINT INFORMAL INFORMATIONAL
MEETING "SHIRTSLEEVE" SESSION
WITH THE LODI IMPROVEMENT COMMITTEE
CARNEGIE FORUM, 305 WEST PINE STREET
TUESDAY, SEPTEMBER 11, 2007**

A Special Joint Informal Informational Meeting ("Shirtsleeve" Session) of the Lodi City Council and Lodi Improvement Committee was held Tuesday, September 11, 2007, commencing at 7:00 a.m.

A. ROLL CALL

Present: Council Members – Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

Absent: Council Members – None

Present: Lodi Improvement Committee Members – Forkas, Jarrett, Ortiz, Takeuchi,
Yadav, and Chairperson St. Yves

Absent: Lodi Improvement Committee Members – Lesan and Spinelli

Also Present: City Manager King, City Attorney Schwabauer, and City Clerk Johl

B. TOPIC(S)

B-1 "Discussion of Items of Mutual Concern"

City Manager King briefly introduced the subject matter.

Lodi Improvement Committee Chairperson, Eileen St. Yves, provided some introductory remarks. General topics of discussion included homelessness, affordable housing, shopping carts, Cherokee Lane, and Census dress rehearsal.

In response to Mayor Johnson, Chairperson St. Yves stated Lawrence Park is more of a problem during the evening because there is a larger gathering of homeless individuals and the new bus shelter is being used for sleeping purposes.

In response to Mayor Johnson, Chairperson St. Yves stated the church contributes to the homeless problem on Tuesday evenings primarily.

In response to Council Member Hitchcock, Chairperson St. Yves stated she is not sure if the problem of homelessness would be fixed if the bridge problem was corrected and the Police Department and Caltrans are working in the area on an ongoing basis.

In response to Council Member Hitchcock, Chairperson St. Yves stated the hours of use might be adjusted to address some of the park concerns. City Attorney Schwabauer stated park hours vary from park to park, are generally from dusk to dawn, and are established as posted. Mr. Schwabauer also stated the hours may be changed if necessary.

Committee Member Jarrett suggested researching solutions for assisting the homeless population on a long-term basis rather than focusing on enforcement mechanisms only.

City Manager King provided an overview of the 2008 Census dress rehearsal to be held in San Joaquin County. Mr. King specifically discussed utilizing the expertise of the Lodi Improvement Committee in conjunction with the Census request for a committee to assist with public outreach efforts.

Census Bureau representative, Jaime Hernandez, provided an overview of the requested partnership with the City for the 2008 dress rehearsal. Specific topics of discussion included public outreach, space for training, and direction for the Lodi Improvement Committee regarding the same.

In response to Council Member Hansen, Mr. Hernandez stated there are a variety of ways the City can partner with the Census Bureau including efforts related to public outreach, training facilities, and media usage. City Manager King stated the Census Bureau to date has requested the City's assistance with a full count committee.

In response to Mayor Johnson, Chairperson St. Yves stated Barbara Fary of the Census Bureau will be attending the Lodi Improvement Committee meeting on October 2, 2007, to provide additional information. She urged the City Council and public to attend.

In response to Council Member Hitchcock, Committee Member Jarrett stated the St. Mary's dining room and adjacent building in Stockton are an example of potential solutions to homelessness. Mr. Jarrett stated the Salvation Army has changed its direction and now serves as more of a transitional facility rather than a homeless shelter. Discussion ensued between Mr. Jarrett, Mayor Johnson, and Mayor Pro Tempore Mounce regarding options to address the homelessness in the City and the City's obligation regarding the same.

In response to Committee Member Takeuchi, Mayor Johnson stated it would be beneficial for the Committee to be involved with the Census because the Committee already reviews some of the general subject matter and it would prevent the formation of another committee for the sole purpose of the Census. City Manager King concurred, stating that it is a good opportunity for the City to engage in meaningful work and be visible.

Chairperson St. Yves provided general comments regarding affordable housing options within the City. Discussion ensued between Chairperson St. Yves and Council Member Hansen regarding the location of the potential affordable housing project.

In response to Mayor Pro Tempore Mounce, City Manager King stated staff can arrange for a bus tour to the affordable housing site if it is so desired.

Council Member Hitchcock requested copies of all of the affordable housing proposals by Friday. Community Development Director Hatch stated staff was planning to present summaries of all the proposals and will provide copies of the proposals themselves as well.

In response to Mayor Johnson, Mr. Hatch stated the location for each of the proposals is the same.

Chairperson St. Yves provided some general comments regarding abandoned shopping carts. Discussion ensued between Chairperson St. Yves, Mayor Johnson, Mayor Pro Tempore Mounce, and Council Member Hitchcock regarding partnering options available with the businesses, contract services for City sweeping of shopping carts, and the obligations of individual stores to maintain shopping carts.

City Manager King provided an overview of varying policies and regulations associated with shopping carts, homelessness, and affordable housing. In response to Mayor Pro Tempore Mounce, Chairperson St. Yves stated Cherokee Lane should probably be a top priority and the Committee does a prioritizing and goal setting workshop every year in April.

In response to Mayor Johnson, City Attorney Schwabauer stated the homeless individuals do have a constitutional right to beg; although, ordinances addressing aggressive solicitation are permissible. Mr. Schwabauer also stated he would need to research staff's ability to retrieve shopping carts from private property, but common areas were likely permissible.

Constance Zweifel spoke of her concerns regarding abandoned shopping carts and PG&E and City barricades being utilized by children in her neighborhood. She also requested a listing of bus stops.

Myrna Wetzel stated the poor will always be among the community and the issue is how to work with them.

Chairperson St. Yves thanked the Council for their consideration. Committee Member Yadav thanked the Council for attending the Committee's meetings.

Council Member Hansen requested the Lawrence Park postings be reviewed as necessary.

Council Member Hitchcock and Mayor Johnson suggested reviewing successful enforcement activity and centralized locations in other communities in regards to homelessness.

C. COMMENTS BY THE PUBLIC ON NON-AGENDA ITEMS

None

D. ADJOURNMENT

No action was taken by the City Council. The meeting was adjourned at 8:25 a.m.

ATTEST:

Randi Johl
City Clerk



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approve Request for Proposals and Authorize Advertisement for Bids for Carnegie Forum Sound System Replacement Project

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve Request for Proposals (RFP) and authorize advertisement for bids for Carnegie Forum Sound System Replacement Project.

BACKGROUND INFORMATION: The Carnegie Forum's Council Chambers sound system was installed when the building was remodeled in 1989. The replacement of the sound system was not budgeted or planned for. In recent years, the sound system has experienced repeated problems and has faltered and failed during scheduled meetings. The City wishes to replace the failing microphones, speakers, amplifier and audio processing equipment with state of the art components.

A RFP has been prepared for vendors to provide and install a system that will allow the Council Chambers, foyer, and large conference room to have clear, noise-free, and feedback-free audio. The RFP is available in the Public Works Department.

After bids are received, staff will return to the City Council with a recommendation to award.

FISCAL IMPACT: Replacement of the sound system should reduce repair costs. In addition, replacement of the system under emergency conditions would be more costly and difficult to get installed quickly.

FUNDING AVAILABLE: This project will require an appropriation from available funds. The magnitude of the cost is approximately \$30,000.

Richard C. Prima, Jr.
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
RCP/DJC/pmf
cc: Kirk Evans, Budget Manager
Steve Mann, Information Systems Division Manager
Mark White, Information Systems Coordinator

APPROVED: _____
Blair King, City Manager



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Approve Specifications and Authorize Advertisement for Bids for Lane Line Striping for Various City Streets 2007

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Approve specifications and authorize advertisement for bids for Lane Line Striping for Various City Streets 2007.

BACKGROUND INFORMATION: This project provides for repainting of traffic stripes (lane lines) on approximately 21 percent of all striped City streets. The lane line paint application was skipped in 2006 as a cost savings.

Should the actual bid be more than the amount budgeted, lane lines to be repainted will be decreased to match the funds available.

A recap of the types of lane line and quantities for this contract is shown below:

| <u>LANE LINES</u> | <u>MILES</u> |
|------------------------|--------------|
| Broken White | 7.05 |
| Broken Yellow | 5.63 |
| Double Yellow | 3.31 |
| Eight-Inch Solid White | .76 |
| Four-Inch Solid White | .52 |
| Continuous Left | 1.83 |
| Six-Inch Solid White | 2.20 |
| Six-Inch Skip | .20 |
| Total Miles | 21.50 |

The specifications are on file in the Public Works Department.

FISCAL IMPACT: This budgeted expense will assist the Streets and Drainage Division in its continuing effort to maintain the City's lane lines for visibility and safety.

FUNDING AVAILABLE: The money for this material will be coming from the 2007/08 Street Operating Budget.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Curt Juran, Assistant Street Superintendent
RCP/CJ/pmf

APPROVED: _____
Blair King, City Manager



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Lease Amendment for 300 West Pine Street

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving the attached lease amendment for 300 West Pine Street.

BACKGROUND INFORMATION: The City of Lodi's Finance Department is located in leased space at 300 West Pine Street. The lease term initiated on February 1, 2004, was for a three-year term and included options to renew the lease for seven one-year extensions. The first one-year extension was exercised, extending the lease termination date to January 31, 2008. The Lessor has agreed to an additional one-year extension subject to the City's ability to vacate upon providing the Lessor with six months notice of such intent.

The City's intent is to convert the existing County Court portion of the Public Safety Building, located at 230 West Elm Street, to use by the City Finance Department. When this project is completed, it will no longer be necessary for the City to lease space for the Finance Department.

The City of Lodi does not want to extend the lease at 300 West Pine Street for another full year, anticipating that tenant improvements on the remodeled Court space should be complete in mid-2008. The Lessor has agreed to amend the lease to require the City of Lodi to provide a six-month's written notice of intent to vacate, while maintaining all other terms and conditions of the lease. This provides the Lessor with more than a month-to-month commitment and gives adequate notice prior to vacating, yet allows the City to serve notice to vacate once the design/construction/move process approaches its conclusion.

FISCAL IMPACT: No change.

FUNDING AVAILABLE: Monthly lease costs of \$11,003 are budgeted for the 2007/08 fiscal year.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Dennis J. Callahan, Fleet and Facilities Manager
RCP/DJC/pmf
Attachment
cc: City Attorney
Russ Munson

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING AMENDMENT OF LEASE
AGREEMENT FOR 300 WEST PINE STREET

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve an amendment to the lease agreement for 300 West Pine Street requiring the City to provide a six-month's written notice of intent to vacate to the Lessor; and

BE IT FURTHER RESOLVED that the all other terms and conditions of the lease agreement dated March 1, 2004, shall remain the same.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

AGREEMENT AND AMENDMENT TO LEASE
BETWEEN
RUSSELL G. MUNSON, KATHRYN A. MUNSON, AND BEVERLY J. MUNSON
AND
THE CITY OF LODI
FOR
300 WEST PINE STREET, LODI, CALIFORNIA

The undersigned, Russell G. Munson, Kathryn A. Munson, and Beverly J. Munson (Lessor) and City of Lodi (Lessee) agree that Lessee shall be permitted to exercise its option to renew pursuant to paragraph 29 of the Lease between the parties dated March 1, 2004. Lease will now terminate on January 31, 2009. Parties further agree to amend the Lease to add the following as paragraph 29.1.

29.1 NOTICE OF INTENT TO VACATE:

The Lessee agrees to provide the Lessor six (6) month's notice of its intent to vacate the Premises, which will be presented in writing in the manner set forth in paragraph 30 of this Lease.

All other terms and conditions of the Lease will remain as written.

Russell G. Munson, Kathryn A. Munson,
and Beverly J. Munson
Hereinabove called "Lessor"

CITY OF LODI, a municipal corporation
hereinabove called "Lessee"

RUSSELL G. MUNSON

BLAIR KING, City Manager

KATHRYN A. MUNSON

Attest:

BEVERLY J. MUNSON

RANDI JOHL, City Clerk

Approved as to Form:

JANICE D. MAGDICH, Deputy City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Application for Tire-Derived Product Grant from California Integrated Waste Management Board (CIWMB) and Authorizing City Manager to Execute Grant Agreements

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt a resolution approving application for Tire-Derived Product Grant from the California Integrated Waste Management Board (CIWMB) and authorizing the City Manager to execute grant agreements.

BACKGROUND INFORMATION: The Tire-Derived Product Grant, if approved, will supplement the City's efforts toward developing context-sensitive plans and will aid in providing financial resources of up to a possible \$100,000 to purchase rubberized sidewalk products derived from tire product recycled in California. The CIWMB is providing this grant to promote use of recycled products.

The context of this proposal is to utilize rubberized panels in place of concrete sidewalk at various locations where root surgery would endanger the health of specimen City trees. The rubberized sidewalks are reusable, as well as being porous and flexible, which are potentially better around tree roots. Utilizing recycled tire products limits the amount of tires deposited in landfills, thereby benefiting the environment.

FISCAL IMPACT: By utilizing grant funds, the City will be able to make maintenance money go further, allowing for more sidewalks to be replaced at a minimum cost to the City.

FUNDING AVAILABLE: The grant is a reimbursement for funds spent. The Streets & Drainage Division will use funds from the operating account and reimburse the fund when the grant money becomes available.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by Curt Juran, Assistant Streets and Drainage Manager
RCP/GMB/CJ/jb
cc: George M. Bradley, Streets and Drainage Manager
Curt Juran, Assistant Streets and Drainage Manager

APPROVED: _____
Blair King, City Manager

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING APPLICATION
TO THE CALIFORNIA INTEGRATED WASTE MANAGEMENT BOARD FOR A
TIRE-DERIVED PRODUCT GRANT FOR THE PURCHASE OF RUBBERIZED
SIDEWALK PRODUCTS AND FURTHER AUTHORIZING THE CITY MANAGER
TO EXECUTE GRANT AGREEMENTS ON BEHALF OF THE CITY OF LODI

=====

WHEREAS, one of the goals of the City is to deliver projects that benefit the City and enhance the Community, and Grant programs are a beneficial step in achieving this goal; and

WHEREAS, the Tire-Derived Product Grant, if approved, will supplement the City's efforts toward developing context-sensitive plans and will aid in providing financial resources of up to a possible \$100,000 to purchase rubberized sidewalk products derived from tire product recycled in California. The CIWMB is providing this grant to promote use of recycled products. The rubberized sidewalks are reusable, as well as being porous and flexible, which are potentially better around tree roots. Utilizing recycled tire products limits the amount of tires deposited in landfills, thereby benefiting the environment; and

WHEREAS, by utilizing grant funds, the City will be able to make maintenance money go further, allowing for more sidewalks to be replaced at a minimum cost to the City; and

WHEREAS, the grant is a reimbursement for funds spent. The Streets & Drainage Division will use funds from the operating account and reimburse the fund when the grant money becomes available.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the application for a Tire-Derived Product Grant to the California Integrated Waste Management Board for the purchase of rubberized sidewalk products; and

BE IT FURTHER RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute the grant agreement on behalf of the City of Lodi.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the Lodi City Council in a regular meeting held September 19, 2007, by the following votes:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007 - _____



CITY OF LODI

COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving Renewal of Revised Maintenance of State Highway 12 Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 (\$11,408) and Authorizing City Manager to Execute Subsequent Agreements

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolution approving renewal of the attached revised maintenance of State Highway 12 agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 in the amount of \$11,408 and authorizing the City Manager to execute subsequent agreements.

BACKGROUND INFORMATION: On June 20, 2007, Council approved the renewal of the existing maintenance of State Highway 12 agreement with the State of California Department of Transportation (Caltrans) for fiscal year 2006/07. The Council-approved renewal agreement packet was forwarded to Caltrans for signature.

Additional changes were proposed by Caltrans at that time in the area of mutual hold harmless language. Staff had no objections to the changes proposed by their legal team. As the rates originally proposed in the agreement are now 20 months old, staff has adjusted the agreement rates to reflect current costs to provide sweeping service on State Highway 12.

Since 1987, the City of Lodi has performed specific maintenance activity for Caltrans on Highway 12, the Highway 99 Turner Road off-ramp, and the Cherokee Lane ramps. The service includes removal of litter and debris from the roadway surfaces and roadsides by sweeping. Under the new agreement, the service would be performed twice a month on State Route 12 within the City limits – Kettleman Lane from Westgate Drive to Cherokee Lane, and Victor Road from Cherokee Lane to the east City limits. At Caltrans' request, the level of sweeping is being reduced from weekly to bi-weekly, and we have eliminated the Maintenance Worker and vehicle support to the street sweeper. The landscape median is not part of this agreement. The new agreement has also been amended to eliminate sweeping the Highway 99 Turner Road off-ramp and the Cherokee Lane ramps. In addition to the reduction of service at Caltrans' request, the agreement is adjusted to reflect current City costs for the service. Caltrans is billed quarterly and this service will generate annual revenue of \$11,408, compared to \$9,765 under the old contract for a higher level of service. The initial agreement with Caltrans became effective in July 1987.

To reduce administrative time and costs, staff is requesting that the City Manager be authorized to execute subsequent maintenance agreements with Caltrans for this work.

FISCAL IMPACT: If the agreement renewal is rejected, the City will lose \$11,408 in revenue. There is also the concern that the appearance of Highway 12 running through the City will go the way of many other State highways that are swept by Caltrans twice per year rather than twice per month. The City could perform this work or provide a higher level of support at its own cost, but this is not recommended, given budget constraints.

FUNDING AVAILABLE: Funds to support staff and equipment for this contract are provided in the 2007/08 Operating budget.

Kirk Evans, Budget Manager

Richard C. Prima, Jr.
Public Works Director

Prepared by George M. Bradley, Streets and Drainage Manager
RCP/GMB/dsg
Attachment
cc: Curt Juran, Assistant Streets and Drainage Manager

APPROVED: _____
Blair King, City Manager

AGREEMENT FOR MAINTENANCE OF STATE HIGHWAY IN THE CITY OF LODI

THIS AGREEMENT is made effective this _____ day of _____ 2007, by and between the State of California, acting by and through its Department of Transportation, hereinafter referred to as "STATE," and the City of Lodi, hereinafter referred to as "AGENCY".

Recitals

- A. STATE desires that AGENCY perform only those maintenance functions described in Exhibit A on the State Highways within AGENCY'S jurisdictional limits as authorized in sections 27 and 130 of the Streets and Highways Code.
- B. AGENCY desires to provide these described maintenance functions in accordance with the terms of this Agreement. Now, therefore, these parties agree as follows:

AGREEMENT

- I. This Agreement shall supersede any previous agreement and amendments thereto for the specified maintenance regarding the identified portions of the affected State Highway within the jurisdictional limits of AGENCY.
- II. AGENCY will perform delegated maintenance work described in attached Exhibit A which may be subsequently modified with the written consent of the parties hereto, acting by and through their authorized representatives.
- III. Maintenance work shall be performed, in accordance with the provisions of section 27 of the Streets and Highways Code and the current edition of the State Maintenance Manual (a copy of which has been provided to AGENCY), or as may be prescribed, from time to time by the District Director. "District Director," as used herein, means the District Director of the Department of Transportation assigned to the territory in which AGENCY'S jurisdiction is located, or his/her authorized representative.
- IV. STATE will not reimburse AGENCY for any work not authorized or for any work in excess of the authorized dollar limits stated in Exhibit A.
- V. A. STATE will reimburse AGENCY for the actual direct cost of all routine maintenance work performed by AGENCY as designated under Exhibit A to this Agreement. It is agreed that, during any fiscal year, the maximum expenditure for any described route shall not exceed the amount as shown for that route in Exhibit A to this Agreement unless such expenditure is revised by an amended Agreement or otherwise adjusted or modified as hereinafter provided.

- B. With STATE's prior written approval, the expenditures for routine maintenance work may be increased, decreased, or redistributed between the different highway routes identified in said Exhibit A. In addition, AGENCY expenditures for specific projects not named in Exhibit A may be authorized in writing by the District Director or his/her authorized representative provided AGENCY agrees and Exhibit A is revised accordingly. The exception to this will be emergency situations in which prior approval cannot reasonably be obtained until after the Emergency Declaration is issued.
 - C. Except as provided in Paragraph 5.A, additional expenditures, or adjustments thereto, shall only be authorized during the fiscal year designated therein and shall not be deemed to permanently modify or change the future maximum fiscal year expenditures per route as hereinafter specified. Any adjustment to these maximum expenditures, either an increase or decrease, shall not affect other terms of the Agreement.
- VI.
- A. AGENCY will submit bills only for services actually rendered on a monthly, quarterly, semiannually, or annual basis. Bills for less than \$500 shall not be submitted more than once each quarter. Bills must be submitted promptly [within sixty (60) days] following the close of STATE's fiscal year each June 30th and should be coded according to the Caltrans HM Program Code as outlined in this Agreement. Bills submitted after August 30th of any year for periods of work performed in prior fiscal years will not be paid by STATE.
 - B. Authorized maintenance service direct costs shall include related salary overhead costs only when actually incurred by AGENCY when performing this authorized work.
- VII. This Agreement shall not create rights, duties or obligations in third parties who are not a party to this Agreement. This Agreement shall not impose any standard of care respecting the maintenance of State Highways different from the standard of care imposed by law.

- VIII. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by AGENCY under or in connection with any work, authority or jurisdiction conferred upon AGENCY and arising under this Agreement. It is understood and agreed that AGENCY shall fully defend, indemnify and save harmless STATE and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by AGENCY under this Agreement.
- IX. Neither AGENCY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by STATE under or in connection with any work, authority or jurisdiction conferred upon STATE and arising under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless AGENCY and all its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortuous, contractual, inverse condemnation and other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- X. ALL STATE reimbursement expenditures are conditioned upon the passage of the annual State of California Budget by the Legislature and the allocation of funding by the California Transportation Commission as appropriate, and the encumbrance of funding to the District Office of State. AGENCY may terminate service in the event reimbursements and/or expenditures are not paid due to the failure of the Legislature to so act.
- XI. This Agreement shall remain in full force and effective until amended by the mutual consent of the parties thereto or terminated by either party upon thirty (30) days' written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

CITY OF LODI

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By _____
BLAIR KING
City Manager

By _____
WILL KEMPTON
DIRECTOR

ATTEST:

By _____
RANDI JOHL
City Clerk

BY _____
DINAH BORTNER
Deputy District Director
Maintenance and Operations

APPROVED:

APPROVED AS TO FORM & PROCEDURE

By _____
D. STEPHEN SCHWABAUER
City Attorney

By _____
Attorney
Department of Transportation

EXHIBIT "A"

Delegation of Maintenance

The specific maintenance function indicated below is hereby delegated to CITY. This delegation of maintenance function set forth herein does not include: 1) the control and maintenance areas and functions which rest with CITY under the terms of executed Freeway Agreements and/or Freeway Maintenance Agreements; 2) Signal and Lighting Agreements; or 3) Landscape Maintenance Agreements.

| <u>Route No.</u> | <u>Length Miles</u> | <u>Description of Routing</u> | <u>Program Delegated</u> | <u>Maximum Annual Authorized Expenditure</u> |
|--|---|---|--------------------------|--|
| 12 | 2.90 | Kettleman Lane (PM 15.05 – 17.946) Victor Road (PM 17-946 – 18.99) | D3 | \$11,407.50 |
| (Labor \$56.48/Hr + Equipment \$112.27/Hr x 2.6 Hrs x 26 times/year) | | | | |
| D3 | Removal of litter and debris from roadway surfaces and roadsides by sweeping. | | | |
| TOTAL AUTHORIZED ANNUAL EXPENDITURE | | | | \$11,407.50 |

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL APPROVING
RENEWAL OF MAINTENANCE OF STATE HIGHWAY
AGREEMENT WITH THE STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION (CALTRANS) FOR
FISCAL YEAR 2007/08 (\$11,408), AND FURTHER
AUTHORIZING THE CITY MANAGER TO EXECUTE
SUBSEQUENT AGREEMENTS

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby approves the renewal of a revised Maintenance of State Highway Agreement with the State of California Department of Transportation (Caltrans) for Fiscal Year 2007/08 (\$11,408); and

BE IT FURTHER RESOLVED that the City Council hereby authorizes the City Manager to execute subsequent agreements.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolutions Authorizing the City Manager to File 2006/07 Revised Claim Totaling \$3,574,427 and 2007/08 Claim Totaling \$3,292,768 for Transportation Development Act (TDA) Funds from State Transit Assistance (STA)

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Adopt resolutions authorizing the City Manager to file a revised claim for the 2006/07 Transportation Development Act (TDA) funds in the amount of \$3,536,183 from the Local Transportation Fund (LTF) and \$38,244 from State Transit Assistance (STA) and authorizing the City Manager to file a claim for the 2007/08 Transportation Development Act (TDA) funds in the amount of \$3,281,562 from the Local Transportation Fund (LTF) and \$11,206 from State Transit Assistance (STA).

BACKGROUND INFORMATION: Each year, the City of Lodi receives an apportionment of TDA funds to support Lodi's transit operations and pedestrian/bicycle costs. The claim for fiscal year 2006/07, including pedestrian/bike and 3% for San Joaquin Council of Governments planning, is \$3,536,183 from the LTF and \$38,244 from STA. The STA funds will be used for Transit Capital. The LTF funds will be utilized as follows: \$121,934 for bicycle and pedestrian projects (which includes \$71,583.77 in carryover funds from 05/06); \$393,866 for road projects (which includes \$243,865.76 in carryover funds from 05/06); \$1,881,086 for Transit Operations (revised from \$1,736,989) and \$1,066,014 for Transit Capital projects (revised from \$1,210,111). The claim revision reallocates \$144,097 from Transit Capital to Transit Operating to cover operating costs. While operating costs for FY 2006/07 were under budget, the amount of funding received from the Federal Transit Administration for operations was less than budgeted, and therefore, this claim is being revised to cover the difference.

The claim for fiscal year 2007/08, including pedestrian/bike and 3% for San Joaquin Council of Governments planning, is \$3,281,562 from the LTF and \$11,206 from STA. The STA funds will be used for Transit Capital. The LTF funds will be utilized as follows: \$104,109 for bicycle and pedestrian projects (which includes \$52,132 in carryover funds from 06/07); \$354,072 for road projects (which includes \$254,072 in carryover funds from 05/06); \$1,900,000 for Transit Operations and \$820,481 for Transit Capital projects (bus maintenance facility, signs, shelters, etc., and includes \$523,260 in carryover funds from 06/07).

The City Council should be aware that our transit operations, Dial-A-Ride and GrapeLine, are fully funded with formula dollars from TDA and the Federal Transit Administration (FTA), along with other competitive sources of funds. Transit is not dependent on any General Fund money. We intend to continue to use TDA funds for transit, pedestrian, and bicycle-related projects and maintenance as much as possible.

APPROVED: _____
Blair King, City Manager

Adopt Resolutions Authorizing the City Manager to File 2006/07 Revised Claim Totaling \$3,574,427 and 2007/08 Claim Totaling \$3,292,768 for Transportation Development Act (TDA) Funds from State Transit Assistance (STA)
September 19, 2007
Page 2

FISCAL IMPACT: This will allow the City to claim and receive TDA funding for FY 2006/07 and FY 2007/08. These funds will pay for on-going operations and upcoming capital needs.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/pmf

cc: Senior Accountant
City Engineer

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE AN
AMENDED 2006/07 TRANSPORTATION DEVELOPMENT
ACT CLAIM ON BEHALF OF THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby does approve and authorize the City Manager to file an amended claim for the City of Lodi's 2006/07 Transportation Development Act funds revising Transit Operations from \$1,736,989 to \$1,881,086 and revising Transit Capital projects from \$1,210,111 to \$1,066,014; and

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the amended claim on behalf of the City of Lodi.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO FILE
THE 2007/08 CLAIM FOR TRANSPORTATION
DEVELOPMENT ACT FUNDS ON BEHALF OF
THE CITY OF LODI

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the City's 2007/08 Transportation Development Act (TDA) claim in the following amounts:

\$ 3,281,562.00 Local Transportation Funds (LTF)
\$ 11,206.00 State Transit Assistance (STA)

BE IT FURTHER RESOLVED that the City Council does hereby authorize the City Manager to execute the claim on behalf of the City of Lodi.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: A Resolution of the City Council Appropriating Funds and Authorizing the City Manager to Enter into a Contract with Mr. Rad Bartlam to Provide General Plan Project Management Services (total costs \$78,400 for two years).

MEETING DATE: September 19, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Adopt a Resolution of the City Council Authorizing the City Manager to execute a contract with Rad Bartlam to serve as the General Plan Project Manager and to appropriate funds.

BACKGROUND INFORMATION: The City Manager is requesting the Council authorize a contract with Mr. Rad Bartlam to serve as the Project Manager for the General Plan update for a not-to-exceed cost of \$1,200 per week (\$150 per hour), plus not-to-exceed expenses at \$200 per month. Total maximum cost for this engagement for the remainder of the Fiscal Year is \$49,200 plus expenses of \$1,800. For Fiscal Year 08-09 costs are estimated to be \$26,400 with expenses of \$1,000. Total anticipated maximum costs over two years are \$75,600 for services and expenses of \$2,800. These are the maximum costs, and, although there is no guarantee, costs could be lower.

State law requires that Lodi have a comprehensive General Plan. On May 17, 2006 the City Council authorized a contract with Dyett and Bhatia. The current total contract amount with Dyett and Bhatia is \$927,220.

General Plans are complex and expensive propositions. They are prepared infrequently, once every 10 to 20 years. The General Plan will guide land use decisions for the City over the next 15 to 20 years. Because General Plans are infrequently prepared and expensive, typically smaller Community Development staffs are not sized to accommodate a large special project such as a General Plan. Some cities use the services of a Project Manager to supervise the General Plan update process.

Staff is currently concerned with delays in the General Plan update process and potential cost increases resulting from any delays, plus the overall quality of this General Plan update. Dyett and Bhatia's proposal envisioned completion and adoption of the General Plan in May of 2008. Now, schedules submitted by Dyett and Bhatia show adoption in October 2008 with a "pan caking" of tasks occurring in the later stages of the General Plan process (see attached chart). Dyett and Bhatia have completed the stakeholder interviews. Dyett and Bhatia listed 59 individuals (out of a population of 62,000) as stakeholder interviewees. However, there is some question that all 59 individuals were interviewed. Of the interviewees, 14% are employees of the

APPROVED: _____
Blair King, City Manager

City of Stockton and San Joaquin County. Public sector employees represent the majority of the interviewees.

To address concerns of delays, increased costs, quality of work, and the fact that the General Plan is an infrequently occurring task, it is proposed that the services of a General Plan Project Manager be obtained.

In brief, the Project Manager will perform the following tasks:

- Manage the General Plan process with the goal of completing the General Plan on time and under budget.
- Coordinate between staff, consultants, Council, Planning Commission and the community.
- Act as the City's representative.
- Provide quality control.
- Prepare miscellaneous correspondence, staff reports, analysis, presentations, notices, etc.
- Other associated tasks as directed.

The Project Manager will work under the direction of the City Manager. Staff support to the Project Manager will be provided by the City.

The use of a Project Manager for large expensive projects in general is common. There is precedent for the use of a Project Manager for General Plan updates as well. Currently, Yolo County and the City of Biggs are using a Project Manager to oversee the development of their respective General Plans. The hourly cost of Yolo County's Project Manager is \$195 per hour for approximately 10 hours per week. The hourly cost of the City of Biggs Project Manager is \$125 per hour for 15 to 18 hours per week.

Mr. Rad Bartlam is Lodi's previous Community Development Director. He knows the community well and is available for this engagement.

Fiscal Impact: Council is asked to appropriate \$51,000 in FY 07-08 from General Facilities Impact Fees for the purpose of retaining the General Plan Project Manager. It is hoped that these costs now will reduce the possibility of increased costs in the future.

Funding Available: 2007-08 General Facilities Impact Fees

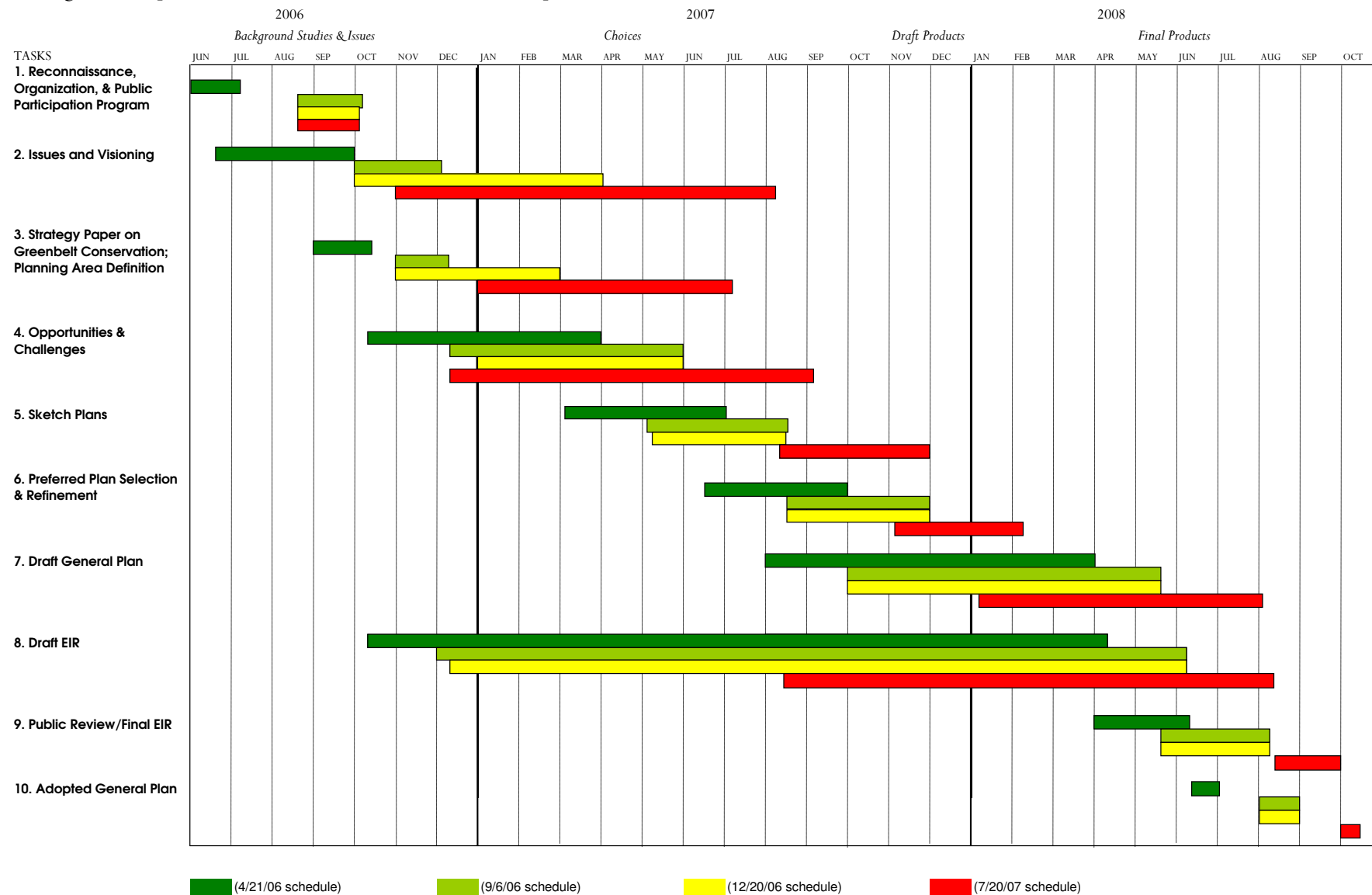
Kirk Evans, Budget Manager

Blair King, City Manager

Attachments

cc: Rad Bartlam

Changes in Proposed Schedules for Lodi General Plan Update and EIR



AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement is made and entered into as of the **19th day of September, 2007** by and between the City of Lodi, a municipal corporation, hereinafter called the "CITY" and Rad Bartlam, hereinafter called "CONSULTANT".

RECITALS

This Agreement is entered into with reference to the following facts and circumstances:

- A. That CITY desires to engage CONSULTANT to render certain professional services in the CITY;
- B. That CONSULTANT is qualified to provide such services to the CITY; and
- C. That the CITY has elected to engage the services of CONSULTANT upon the terms and conditions as hereinafter set forth.
 - 1. Services. The services to be performed by CONSULTANT under this Agreement shall include those services set forth in Exhibit A, which is, by this reference, incorporated herein and made a part hereof as though it were fully set forth herein.

Performance of the work specified in said Exhibit is hereby made an obligation of CONSULTANT under this Agreement. City shall have the right to amend the services as set forth within the Agreement by written notification to the CONSULTANT. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to this Agreement

Where in conflict, the terms of this Agreement supersede and prevail over any terms set forth in Exhibit A.

- 2. Term of Agreement. Said services shall commence on execution and shall **continue until November 30, 2008**, as set forth in Exhibit A as described in the preceding section. At any time and for any reason City shall have the right to terminate or cancel this Agreement, take possession of the CONSULTANT'S studies, preliminary reports, drawings, and other work products, insofar as they are complete and acceptable to the City, and pay the CONSULTANT such equitable proportion of the total remuneration as the work actually done by the CONSULTANT at the time of such discontinuance bears to the whole of the work required to be done by the CONSULTANT under the terms of this Agreement

3. Compensation. CONSULTANT shall perform those services described and the City shall pay CONSULTANT as compensation in full **\$1,200 per week plus consumable supplies not to exceed \$200 per month.** CONSULTANT shall submit itemized monthly statement for work performed. Statements shall not exceed the amount of services provided
4. Authorization and Termination. This Agreement becomes effective when endorsed by both parties in the space provided.
5. Reliance of Professional Skill of Consultant. CONSULTANT represents that is has the necessary professional skills to perform the services required and the CITY shall rely on such skills of the CONSULTANT to do and perform the work. CONSULTANT shall assign **Rad Bartlam** to personally participate in this project.
6. Relationship of Parties. It is understood that the relationship of CONSULTANT to the CITY is that of an independent contractor and all persons working for or under the direction of CONSULTANT are its agents or employees and not agents or employees of the CITY.
7. Non-Assignment. This Agreement is non-assignable either in whole or in part.
8. Amendments. This Agreement may be amended or modified only by written agreement signed by both parties.
9. Validity. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
10. Governing Law. This Agreement shall be governed by the laws of the State of California and any suit or action initiated by either party shall be brought in San Joaquin County, California. In the event of litigation between the parties hereto to enforce any provisions of this Agreement, the unsuccessful party will pay the reasonable expenses of litigation of the successful party as may be determined by the San Joaquin County Superior Court.
11. Conflict of Interest. CONSULTANT may serve other clients, but none who are active within with City of Lodi, or who conduct business that would place CONSULTANT in a “conflict of interest” as that term is defined in State law.
12. Entire Agreement. This Agreement, including Exhibit A, comprises the entire Agreement between the parties.
13. Indemnity. CONSULTANT shall defend, indemnify and hold the CITY and its officers and employees harmless from any and all claims and liabilities related to or as a result of CONSULTANTS performance of this Agreement.
14. Worker’s Compensation Insurance. The CONSULTANT, at its own cost and expense, is to procure and maintain during the continuance of this Agreement, a policy of worker’s compensation or employer’s liability insurance for the protection of his employees engaged in the work required by this Agreement.

15. Title to Documents. Title to all plans, specifications, reports, manuscripts, descriptions and other final work products compiled by the CONSULTANT under this agreement shall be vested in the City, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of the City.

16. Notice. All notices required by the Agreement shall be given to the CITY and CONSULTANT in writing, by first class mail, postage prepaid, addressed as follows:

CITY: City of Lodi
P.O. Box 3006
Lodi, CA 95240-1910
ATTN: City Manager

CONSULTANT: Rad Bartlam
P.O. Box 327
Lodi, CA 95241

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written by their respective officers duly authorized in that behalf.

CITY OF LODI
A MUNICIPAL CORPORATION

CONSULTANT

BLAIR KING, CITY MANAGER

RAD BARTLAM

Dated:_____

Dated:_____

ATTEST:

RANDI JOHL, CITY CLERK

APPROVED AS TO FORM:

D. STEPHEN SCHWAUBAUER, CITY ATTORNEY

Exhibit “A”

Scope of Work and Budget

The Consultant shall serve as the General Plan Project Manager. The City of Lodi is engaged in the drafting of a comprehensive General Plan update. Towards this objective, the City entered into an agreement with Dyett & Bhatia on May 17, 2006 to prepare the General Plan. The Project Manager shall oversee the General Plan update, including the supervision of Dyett & Bhatia, who is responsible for preparation of the General Plan and the associated Environmental Impact Report, and coordinate with agencies reviewing the draft General Plan. The Project Manager will oversee the planning and the development of all project deliverables and is responsible to ensure the goal of a completed comprehensive General Plan meeting professional standards within the schedule and budget of Dyett & Bhatia’s proposal. Tasks are anticipated to include, but not limited to the following:

1. Manage the General Plan consultant with the goal to adopt a high quality comprehensive General Plan, consistent with the performance described by the consultant in their proposal dated April 19, 2006, prior to November 30, 2008 for the agreed upon budget. (The General Plan Project Manager shall review the status of the progress of the General Plan Process and inform the City Manager of the likelihood of meeting the targeted General Plan date and budget).
2. Act as the City’s representative for the project at City Council, Planning Commission, Town Hall and project meetings.
3. Provide quality control for all aspects of the preparation of the General Plan. Insure that reports, text, maps, graphics and contents are clear, accurate, complete, understandable, and consistent; that the document represents what it reports to represent.
4. Serve as the primary point-of-contact for City staff, the consultant team, and other agencies. The Consultant is responsible for the distribution, routing and delivery of General Plan communications and materials.
5. Work with the City’s Communications Specialist to ensure that Public Outreach and Participation objectives are met.
6. Prepare miscellaneous correspondence, staff reports, analysis, presentations, notices, etc.
7. Other associated tasks as directed.

The Consultant will work under the direction of the City Manager. Staff support to the General Plan Project Manager will be provided by the City.

The Consultant shall bill at an hourly rate not to exceed \$150.00 per hour for actual time worked up to 8 hours per week, plus consumable supplies up to a not-to exceed amount of \$200 per month .

The term of the agreement shall commence upon the execution of the agreement and shall continue until November 30, 2008, unless subsequently amended by the parties.

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
AUTHORIZING THE CITY MANAGER TO EXECUTE
CONTRACT WITH RAD BARTLAM TO PROVIDE GENERAL
PLAN PROJECT MANAGEMENT SERVICES

=====

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby authorizes the City Manager to execute a contract with Mr. Rad Bartlam to provide General Plan Project Management services for a period of two years at a total cost of \$75,600; and

BE IT FURTHER RESOLVED, that funds in the amount of \$51,000 be appropriated from the FY 07-08 General Facilities Impact Fees for this project.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Set Public Hearing for October 3, 2007, for Lodi Memorial Hospital regarding issuance of tax-exempt obligations and approval of the California Statewide Communities Development Authority's issuance of indebtedness to construct a new Lodi Memorial Hospital project (Budget)

MEETING DATE: September 19, 2007

PREPARED BY: Kirk Evans, Budget Manager

RECOMMENDED ACTION: Set a public hearing for October 3, 2007, on behalf of Lodi Memorial Hospital regarding the issuance of tax-exempt obligations and approval of the California Statewide Communities Development Authority's issuance of indebtedness to finance construction of a new Lodi Memorial Hospital project.

BACKGROUND INFORMATION:

Lodi Memorial Hospital has submitted an application to the California Statewide Communities Development Authority (CSCDA) for financing new construction and upgrades of various medical facilities through the issuance of tax-exempt obligations. The aggregate principal amount will not exceed \$150 million. The City of Lodi has been asked to assist with this process by conducting a public hearing on October 3, 2007, with respect to the proposed financing.

The CSCDA is a joint powers authority comprised of over 480 California public agencies. The City of Lodi is a member. The CSCDA is authorized to assist in financing facilities for non-profit organizations such as Lodi Memorial Hospital. In order to initiate such a financing, the member of the CSCDA in which the project will be located - in this case, the City of Lodi - must conduct a public hearing. Although the CSCDA will be the issuer of the tax-exempt revenue obligations for Lodi Memorial Hospital, financing cannot proceed without the City of Lodi's approval.

FISCAL IMPACT: There is no fiscal impact on the City of Lodi

FUNDING AVAILABLE: N/A

Kirk J. Evans, Budget Manager

Respectfully submitted,

James Krueger, Deputy City Manager

APPROVED: _____
Blair King, City Manager

Comments by the public on non-agenda items

THE TIME ALLOWED PER NON-AGENDA ITEM FOR COMMENTS MADE BY THE PUBLIC IS LIMITED TO FIVE MINUTES.

The City Council cannot deliberate or take any action on a non-agenda item unless there is factual evidence presented to the City Council indicating that the subject brought up by the public does fall into one of the exceptions under Government Code Section 54954.2 in that (a) there is an emergency situation, or (b) the need to take action on the item arose subsequent to the agenda's being posted.

Unless the City Council is presented with this factual evidence, the City Council will refer the matter for review and placement on a future City Council agenda.

Comments by the City Council Members on non-agenda items



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Introduce the *Lodi Solar Rebate Program*, to Become Effective January 1, 2008 (EUD)

MEETING DATE: September 19, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Conduct a Public Hearing to introduce the *Lodi Solar Rebate Program*, which would become effective January 1, 2008.

BACKGROUND INFORMATION: Senate Bill (SB) 1, otherwise known as the 'California Solar Initiative' or CSI, was enacted into state law in August 2006. In short, the CSI requires ALL electric service providers in the state to maintain a rebate program for the installation of eligible* photovoltaic/solar systems on residential, commercial and industrial customer sites. The official start date of the CSI is January 1, 2008, and the program is mandated for 10 consecutive years. The new law requires utilities, like Lodi Electric Utility, to present its proposed solar rebate program to its governing board prior to the start-up date in January of 2008. The CSI also requires utilities to provide a rebate of no less than \$2.80/watt in year one, and then, the rebate level drops by 7% each year thereafter.

Lodi's program budget per year is \$600,000. This figure is based upon the formula provided in the new state law using total energy sales during the fiscal year 2005-2006, (Lodi's municipal utility percentage share of the CSI spending obligation is 0.79%; the total mandated rebate dollars for Lodi over 10 years is approximately \$6 million, while the total municipal utility share of the CSI for the 10 years is \$784 million).

In order to distribute the available rebate dollars in a fair and equitable manner, the following is being recommended:

- utilize the 2008 calendar year (or year one of the CSI) as a pilot project year; Staff will report back to Council on how the first year program has progressed and recommend any changes at that time;
- distribute the first year program rebate budget by 2006 calendar year megawatt-hour sales by customer class; thus for 2008, this would mean 25% of the \$600,000 budget be allocated for residential rebates (equaling \$150,000) and 75% for all non-residential rebates (equaling \$450,000);
- provide rebates on a first-come, first-served basis; should any particular customer class NOT utilize funding by November 1, 2008, then customers from another rate class may access those rebate funds; and
- other proposed program specifics are as highlighted in attachment 'A'.

*Eligible solar projects: under the new state law, ALL solar systems must have a minimum warranty of 20 years; this warranty must cover both the photovoltaic/solar panels as well as the system inverter.

APPROVED: _____
Blair King, City Manager

**Conduct a Public Hearing to Introduce the *Lodi Solar Rebate Program*, to Become Effective
January 1, 2008 (EUD)
September 19, 2007
Page 2 of 2**

FISCAL IMPACT: The Electric Utility will spend up to \$600,000 per calendar year to implement the state-mandated solar rebate program in Lodi.

FUNDING: Electric Utility is proposing a rate surcharge to fund this state-mandated program.

Kirk Evans, Budget Manager

George F. Morrow
Electric Utility Director

Prepared By: Rob Lechner, Manager, Customer Service & Programs

GFM/rsi/lst

Attachment 'A'

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY
COUNCIL ADOPTING A LODI SOLAR
REBATE PROGRAM TO BECOME
EFFECTIVE JANUARY 2008

=====

WHEREAS, the California State Legislature and the Governor of California enacted Senate Bill (SB) 1, otherwise known as the California Solar Initiative, in the summer of 2006, and

WHEREAS, SB1 requires ALL electric service providers to maintain a solar rebate program commencing January 1, 2008, and continue that program for ten consecutive years, and

WHEREAS, the Lodi Solar Rebate Program will provide rebates totaling \$600,000 annually to residential and commercial customers rebates for installing solar systems on their property, and

WHEREAS, Program criteria and eligibility requirements are outlined on Attachment 'A,'

NOW, THEREFORE BE IT RESOLVED, that the Lodi City Council hereby approves a Lodi Solar Rebate Program to become effective January 1, 2008 and authorizing the Electric Utility Director to implement said program generally in accordance with the concepts contained in Attachment 'A' and to make programmatic adjustments as necessary to comply with the spirit of SB1 and to promote customer satisfaction.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____

Lodi Solar Rebate Pilot Project

- Term: January 1, 2008 to December 31, 2017
- Annual rebate/incentive budget: \$600,000
- Rebates only provided for systems installed after January 1, 2008
- Rebates provided after system is installed and confirmed operational/qualified by EUD
- Customer may apply for a rebate before installation. A rebate application will hold the customer's place in line for available funds for up to ninety (90) days with staff discretion to extend for up to 90 days upon customer request.
- Rebate starts @ \$2.80/watt (year 1); decreases by 7% each year after
- Maximum rebate is up to \$375,000 per system, with a cap payment of \$75,000 per customer per year until entire rebate commitment is paid*
- Panels installed per EUD engineering specifications
- Should any rate class (residential or non-residential) fail to utilize its share of funding by November 1, 2008, customers from another rate class may access those rebate funds
- Program funds unused in any one year will be carried forward to future periods
- Residential customers must consent to on-site energy audit
- Non-residential customers are encouraged to conduct on-site energy audit
- Customers will be paid for electric energy provided to EUD from the installed solar systems pursuant to the Net Metering and Co-Metering rate schedules, as appropriate

* Example ONE: if a customer installs a 100 kW system in year 1 of the program, the total rebate would be \$280,000; the first rebate installment would be \$75,000, second installment would be \$75,000, third installment would be \$75,000, and fourth installment would be \$55,000

* Example TWO: if a customer installs a 100 kW system in year 8 of the program, the total rebate would be \$167,000 (rebate level decreases by 7% annually; in year 8 of the program, the rebate level is \$1.67/watt); the first rebate installment would be \$75,000, the second installment would be \$75,000 and the third installment would be \$17,000

* Example THREE: if a customer installs a 100 kW system in year 9 of the program, the total rebate would be \$155,000 (rebate level decreases by 7% annually; in year 9 of the program, the rebate level is \$1.55/watt); the first rebate installment would be \$75,000, the second installment would be \$75,000 and there would NOT be a third installment (\$5,000) because the program would be concluded



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE
REGARDING THE LODI SOLAR REBATE PROGRAM TO BECOME
EFFECTIVE JANUARY 1, 2008

PUBLISH DATE: SATURDAY, SEPTEMBER 8, 2007

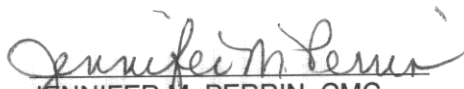
LEGAL AD

TEAR SHEETS WANTED: Three (3) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 6, 2007

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 12:30 (time) on 9/6/07 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) _____ JMP _____ DRC _____ (initials)



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE REGARDING THE LODI SOLAR REBATE PROGRAM TO BECOME EFFECTIVE JANUARY 1, 2008

On Friday, September 7, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introduction of an ordinance regarding the Lodi Solar Rebate Program to become effective January 1, 2008 (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 7, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 19, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 19, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Introduction of an ordinance regarding the Lodi Solar Rebate Program to become effective January 1, 2008

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

A handwritten signature in black ink, appearing to be "Randi Johl", written over a horizontal line.

Randi Johl
City Clerk

Dated: September 5, 2007

Approved as to form:

A handwritten signature in black ink, appearing to be "D. Stephen Schwabauer", written over a horizontal line.

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Introduce Ordinance Amending Chapter 13.20, "Electrical Service," by Adding New Schedule CSS (California Solar Initiative Surcharge) to Become Effective December 1, 2007 (EUD)

MEETING DATE: September 19, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Conduct a Public Hearing to introduce ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge). It is recommended that implementation be effective December 1, 2007. This surcharge will serve as the funding mechanism for the state-mandated solar program.

BACKGROUND INFORMATION: California Senate Bill 1 (SB1), known as the California Solar Initiative (CSI), was chaptered into state law in August 2006. The CSI requires all electric service providers in the state to establish a rebate program for the installation of photovoltaic/solar systems on residential, commercial and industrial customer sites. The CSI must begin no later than January 1, 2008 and is mandated for ten consecutive years. Rebates are required to be no less than \$2.80 per watt in year one, then dropping by 7% each year thereafter.

The state-wide municipal utility share of the CSI for ten years is \$784 million, as established by the legislation. Lodi's municipal utility percentage share of the CSI is 0.79%, which is approximately \$6 million over ten years, based on energy sales during fiscal year 2005-2006. Lodi's obligation to provide rebates for the CSI is limited to this amount. The proposed Lodi Solar Rebate Pilot Program would limit expenditures for this program at \$600,000 per year. This would require funding at approximately one-eighth cent per kilowatt-hour of retail sales ($\$600,000.00 \div 480,000,000 \text{ kWh} = \0.00125).

Possible sources of funding include (i) changing the base rates, (ii) the use of present and future cash reserves (i.e. no change in rates), (iii) applying public benefit dollars or (iv) implement a surcharge on all kWh sold.

- Increasing Lodi's base rate by \$0.00125 could fall short of achieving the required \$600,000 per year due to discounted rate schedules and would be a permanent solution to a temporary mandate.
- Current reserves and future revenues could be used instead of a surcharge or rate increase. While this would avoid any increase in rates, it would hinder EUD's ability to meet the goals set forth by the City Council regarding the electric utility's reserve.
- Some other publicly owned utilities (POU) are using public benefit dollars, in part or whole, to fund their solar rebate program. While these agencies have existing solar programs in place, which they are continuing, Lodi does not currently have Public Benefit funds allocated to a solar program and the legislation does not allow for a reduction in the dollars currently expended on public benefit programs. As a result, there approach is not feasible for Lodi unless it increases the level of Public Benefit expenditures, which would result in lower cash reserves.
- The CSI allows utilities to fund their solar rebate program via a rate surcharge. Several POUs have already adopted a surcharge for the CSI (Redding, Gridley, Shasta, Lassen, Merced and Truckee) and others are considering the same.

APPROVED: _____
Blair King, City Manager

It is proposed that a flat per kWh rate surcharge, initially \$0.00125, be established by EUD to fund the mandated program. For an average residential customer paying about \$117 per month for electricity, the proposed surcharge would add about 80 cents to the bill.

FISCAL IMPACT: The Electric Utility will spend up to \$600,000 per calendar year to implement the state-mandated solar rebate program in Lodi. Electric Utility is proposing a rate surcharge to fund this state-mandated program; **therefore, there is no fiscal impact.**

FUNDING: Pending Council approval, a Public Benefits account will be established for the Solar Rebate Program.

George F. Morrow,
Electric Utility Director

Prepared By: Sondra Huff, Sr. Rate Analyst



CITY OF LODI

ELECTRIC UTILITY DEPARTMENT

SCHEDULE CSS

California Solar Initiative Surcharge

APPLICABILITY:

This schedule is applicable to all electric customers served by the City of Lodi. Each customer shall pay the applicable rate(s) plus the California Solar Initiative Surcharge (CSS) for each kilowatt-hour (kWh) delivered to the customer.

The CSS shall fund incentives for customers participating in the Lodi Solar Rebate Pilot Program. California Senate Bill 1 (SB 1) mandates that all electric utilities offer a solar photovoltaic program that provides incentives to support the development and installation of solar systems throughout their given service territory. Based upon SB 1 funding requirements, Lodi Electric Utility shall make available approximately \$600,000 annually between the years 2008 – 2017.

RATES:

Effective on all bills rendered on or after January 1, 2008 until December 31, 2017, a surcharge per kilowatt-hour (kWh) will be applied to all kWh sold. The CSS shall be applied to all kWh sold and will be non-discounted.

The surcharge amount of \$0.00125 will be applied to all kWh consumed by each customer in all rate classes.

All funds collected under this surcharge will be placed in an account solely for the purpose of implementing the Lodi Solar Rebate Pilot Program.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LODI AMENDING LODI MUNICIPAL CODE, TITLE 13 –
PUBLIC SERVICES ADDING SECTION 13.20.185 SECTION
CSS – CALIFORNIA SOLAR INITIATIVE SURCHARGE

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

SECTION 1. Lodi Municipal Code Title 13 – Public Services – is hereby amended by adding Section 13.20.185, “Schedule CSS - California Solar Initiative Surcharge,” to read as follows:

APPLICABILITY:

This schedule is applicable to all electric customers served by the City of Lodi. Each customer shall pay the applicable rate(s) plus the California Solar Initiative Surcharge (CSS) for each kilowatt-hour (kWh) delivered to the customer.

The CSS shall fund incentives for customers participating in the Lodi Solar Rebate Pilot Program. California Senate Bill 1 (SB 1) mandates that all electric utilities offer a solar photovoltaic program that provides incentives to support the development and installation of solar systems throughout their given service territory. Based upon SB 1 funding requirements, Lodi Electric Utility shall make available approximately \$600,000 annually between the years 2008 – 2017.

RATES:

Effective on all bills rendered on or after January 1, 2008 until December 31, 2017, a surcharge per kilowatt-hour (kWh) will be applied to all kWh sold. The CSS shall be applied to all kWh sold and will be non-discounted.

The surcharge amount of \$0.00125 will be applied to all kWh consumed by each customer in all rate classes.

All funds collected under this surcharge will be placed in an account solely for the purpose of implementing the Lodi Solar Rebate Pilot Program.

SECTION 2. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 3. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 4. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 5. This ordinance shall be published one time in the "Lodi News-Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall take effect 30 days from and after its passage and approval.

Approved this ____ day of _____, 2007

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk
=====

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held September 19, 2007, and was thereafter passed, adopted and ordered to print at a regular meeting of said Council held _____, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES; COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



*Please immediately confirm receipt
of this fax by calling 333-6702*

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

SUBJECT: PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE
AMENDING CHAPTER 13.20, "ELECTRICAL SERVICE," BY ADDING
NEW SCHEDULE CSS (CALIFORNIA SOLAR INITIATIVE SURCHARGE)
TO BECOME EFFECTIVE DECEMBER 1, 2007

PUBLISH DATE: SATURDAY, SEPTEMBER 8, 2007


LEGAL AD

TEAR SHEETS WANTED: Three (3) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 6, 2007

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

LNS Faxed to the Sentinel at 369-1084 at 12:30 (time) on 9/6/07 (date) 2 (pages)
Phoned to confirm receipt of all pages at _____ (time) JLT DRC JMP (initials)



DECLARATION OF POSTING

**PUBLIC HEARING TO CONSIDER INTRODUCTION OF AN ORDINANCE
AMENDING CHAPTER 13.20, "ELECTRICAL SERVICE," BY ADDING NEW
SCHEDULE CSS (CALIFORNIA SOLAR INITIATIVE SURCHARGE)
TO BECOME EFFECTIVE DECEMBER 1, 2007**

On Friday, September 7, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider introduction of an ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge) to become effective December 1, 2007 (attached and marked as Exhibit A), was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 7, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA R. CHAPMAN
ADMINISTRATIVE CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 19, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 19, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Introduction of an ordinance amending Chapter 13.20, "Electrical Service," by adding new Schedule CSS (California Solar Initiative Surcharge) to become effective December 1, 2007

Information regarding this item may be obtained in the Electric Utility Department, 1331 South Ham Lane, Lodi, (209) 333-6762. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 West Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: September 5, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Public Hearing to Consider Unmet Transit Needs in Lodi

MEETING DATE: September 19, 2007

PREPARED BY: Public Works Director

RECOMMENDED ACTION: Conduct a public hearing to consider unmet transit needs in Lodi.

BACKGROUND INFORMATION: These public hearings are an annual requirement of the Transportation Development Act regulations. The San Joaquin Regional Transit District will be sponsoring several Unmet Transit Needs hearings to discuss unmet transit needs in San Joaquin County, including Lodi. To date, no comments have been communicated to staff. It should be noted that many of the comments are given directly via email to San Joaquin Council of Governments (SJCOG) staff throughout the year. At the conclusion of the comment period, SJCOG's Social Services Technical Advisory Committee will review all comments received in the County and make a recommendation to the SJCOG Board if they are unmet needs and, if so, if they are reasonable to meet.

FISCAL IMPACT: This hearing is required in accordance with the Transportation Development Acts the transit system utilizes for operations and capital.

FUNDING AVAILABLE: None required.

Richard C. Prima, Jr.
Public Works Director

Prepared by Tiffani M. Fink, Transportation Manager

RCP/TMF/pmf

cc: Tanisha Taylor, San Joaquin Council of Governments
Lesley Miller, San Joaquin Council of Governments

APPROVED: _____
Blair King, City Manager



***Please immediately confirm receipt
of this fax by calling 333-6702***

CITY OF LODI
P. O. BOX 3006
LODI, CALIFORNIA 95241-1910

ADVERTISING INSTRUCTIONS

**SUBJECT: PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN
LODI**

PUBLISH DATE: SATURDAY, SEPTEMBER 8, 2007

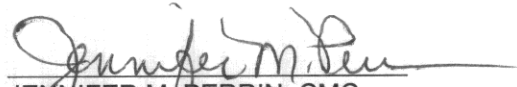
LEGAL AD

TEAR SHEETS WANTED: One (1) please

SEND AFFIDAVIT AND BILL TO: RANDI JOHL, CITY CLERK
City of Lodi
P.O. Box 3006
Lodi, CA 95241-1910

DATED: THURSDAY, SEPTEMBER 6, 2007

ORDERED BY: RANDI JOHL
CITY CLERK


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK

DANA CHAPMAN
ADMINISTRATIVE CLERK

Verify Appearance of this Legal in the Newspaper – Copy to File

| | |
|-----|---|
| LNS | Faxed to the Sentinel at 369-1084 at <u>12:30</u> (time) on <u>9/6/07</u> (date) <u>2</u> (pages) |
| | Phoned to confirm receipt of all pages at _____ (time) JLT _____ DRC _____ JMP (initials) |



DECLARATION OF POSTING

PUBLIC HEARING TO CONSIDER UNMET TRANSIT NEEDS IN LODI

On Friday, September 7, 2007, in the City of Lodi, San Joaquin County, California, a Notice of Public Hearing to consider unmet transit needs in Lodi (attached and marked as Exhibit A) was posted at the following locations:


Lodi Public Library
Lodi City Clerk's Office
Lodi City Hall Lobby
Lodi Carnegie Forum

I declare under penalty of perjury that the foregoing is true and correct.

Executed on September 7, 2007, at Lodi, California.

ORDERED BY:

**RANDI JOHL
CITY CLERK**


JENNIFER M. PERRIN, CMC
DEPUTY CITY CLERK



CITY OF LODI

Carnegie Forum
305 West Pine Street, Lodi

NOTICE OF PUBLIC HEARING

Date: September 19, 2007

Time: 7:00 p.m.

For information regarding this notice please contact:

Randi Johl

City Clerk

Telephone: (209) 333-6702

NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that on **Wednesday, September 19, 2007**, at the hour of 7:00 p.m., or as soon thereafter as the matter may be heard, the City Council will conduct a public hearing at the Carnegie Forum, 305 West Pine Street, Lodi, to consider the following matter:

- a) Unmet transit needs in Lodi

Information regarding this item may be obtained in the Public Works Department, 221 West Pine Street, Lodi, (209) 333-6706. All interested persons are invited to present their views and comments on this matter. Written statements may be filed with the City Clerk, City Hall, 221 W. Pine Street, 2nd Floor, Lodi, 95240, at any time prior to the hearing scheduled herein, and oral statements may be made at said hearing.

If you challenge the subject matter in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice or in written correspondence delivered to the City Clerk, 221 West Pine Street, at or prior to the close of the public hearing.

By Order of the Lodi City Council:

Randi Johl
City Clerk

Dated: September 5, 2007

Approved as to form:

D. Stephen Schwabauer
City Attorney



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Post for One Vacancy on the Library Board of Trustees

MEETING DATE: September 19, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Direct the City Clerk to post for one vacancy on the Library Board of Trustees.

BACKGROUND INFORMATION: The City Clerk's Office was notified of the resignation of Library Trustee Paula Albertson. It is, therefore, recommended that the City Council direct the City Clerk to post for the vacancy below.

Library Board of Trustees

Paula Albertson Term to expire June 30, 2009

Government Code Section 54970 et seq. requires that the City Clerk post for vacancies to allow citizens interested in serving to submit an application. The City Council is requested to direct the City Clerk to make the necessary postings.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/JMP

APPROVED: _____
Blair King, City Manager



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Monthly Protocol Account Report

MEETING DATE: September 19, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: None required, information only.

BACKGROUND INFORMATION: The City Council, at its meeting of July 19, 2000, adopted Resolution No. 2000-126 approving a policy relating to the City's "Protocol Account." As a part of this policy, it was directed that a monthly itemized report of the "Protocol Account" be provided to the City Council.

Attached please find the cumulative report through August 31, 2007.

FISCAL IMPACT: N/A

FUNDING AVAILABLE: See attached.

Randi Johl
City Clerk

RJ/JMP

Attachment

APPROVED: _____
Blair King, City Manager

Cumulative Report through August 31, 2007

Cumulative Report through August 31, 2007

Prepared by: JMP



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Receive a Presentation and Provide Comment Upon the ACE Service Expansion Study Central Valley Corridor, Merced-Stockton-Sacramento Preliminary Analysis

MEETING DATE: September 19, 2007

PREPARED BY: City Manager

RECOMMENDED ACTION: Receive presentation and offer comments as appropriate.

BACKGROUND INFORMATION: The San Joaquin Regional Rail Commission has prepared a "white paper" titled ACE Service Expansion Study Central Valley Corridor, Merced - Stockton - Sacramento Preliminary Analysis. This white paper explores the feasibility of providing commuter rail service within the Central Valley ranging from Merced to Sacramento. The Rail Commission would like to update the Council on the commuter rail study. The executive summary of the white paper is attached.

Of specific interest to Lodi is the alignment of the commuter rail service. Four rail corridors are being studied with two rail alignments of interest to Lodi, the Union Pacific line (former Southern Pacific line) through downtown Lodi and the Union Pacific line (former Western Pacific line) west of Lodi.

On December 20, 2006, the City Council weighed in on the issue of the preferred corridor and adopted Resolution No 2006-228 requesting the use of the Downtown Lodi corridor. A copy of the adopted Resolution is attached.

The presentation to the Council is part of a two month effort to review the white paper with city councils in the area. Information received will help to guide the Rail Commission's next steps.

FISCAL IMPACT: None directly related to receiving the presentation. Unknown relative to the provision of commuter rail service.

Blair King, City Manager

Attachments

APPROVED: _____
Blair King, City Manager

ACE SERVICE EXPANSION STUDY
CENTRAL VALLEY CORRIDOR, MERCED-STOCKTON-SACRAMENTO
PRELIMINARY ANALYSIS
EXECUTIVE SUMMARY
JULY, 2007



In 1998, the San Joaquin Regional Rail Commission (SJRRRC) started the Altamont Commuter Express, more commonly known as ACE. The ACE rail service transports people from the Central Valley, through the Livermore Valley, to the Silicon Valley and back. Since its inception seven million people have taken advantage of this transportation option.

Building upon the success of the ACE commuter service and seeking to leverage some of the ACE investment to benefit other potential services, the SJRRRC approved a study to explore providing commuter service within the Central Valley. To help identify the feasibility of providing commuter rail service, it is the Commission's goal to examine the prospects, possibilities and potential benefits of expanding the existing Altamont Commuter Express system from Merced through Stockton to Sacramento and vice-a-versa.

While the study is in a preliminary phase, SJRRRC feels it is important to provide the Advisory Committee and their respective organizations with an update on the progress of the commuter rail study.

Access to Existing Rail Lines.

It is not unusual in the Western United States for three (3) cities with a population of over 250,000, and a little over 100 miles apart to have either no rail lines or just one rail line connecting the three (3) metropolitan areas. However, the Merced/Modesto, Stockton, and Sacramento corridor is uniquely located with two (2) rail lines running the entire distance. These two (2) rail lines give the opportunity for four possible combinations of routings for commuter rail service. Those four possibilities for commuter rail service include:

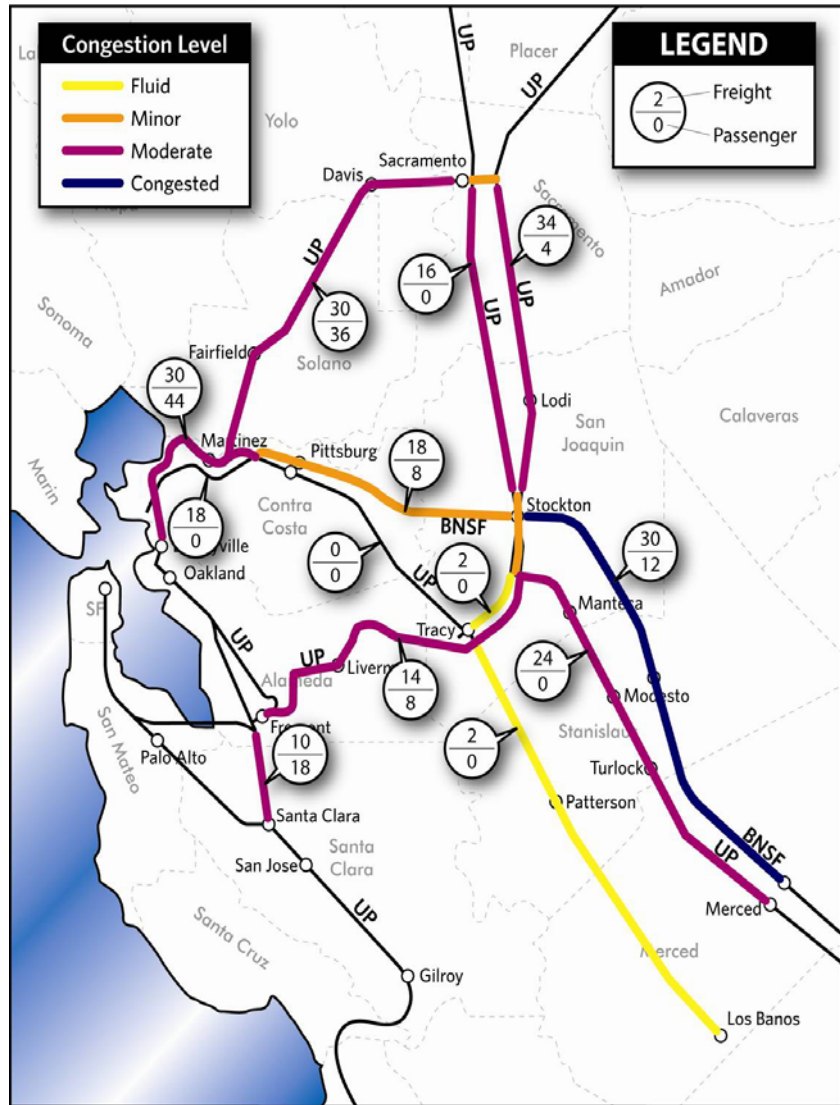
- Merced to Stockton on Burlington Northern Santa Fe (BNSF) track.
- Merced to Stockton on Union Pacific (UP) track.
- Stockton to Sacramento on former Southern Pacific (now UP) track.
- Stockton to Sacramento on former Western Pacific (now UP) track.

Beginning a new commuter rail service on any of these lines and/or pairings of lines has its own set of challenges and opportunities. Three of the lines have a significant amount of daily freight service. Two of them have some existing Amtrak Intercity passenger service (the “San Joaquin” service sponsored by Caltrans). The map shows the amount of freight traffic and commuter service currently on each section of the study area.

Obtaining access for operating a commuter rail service will require negotiating with either the Union Pacific (UP) and/or the Burlington Northern Santa Fe (BNSF) who owns freight railroads. Critical elements in the negotiation will include:

- The willingness of the freight railroad to grant access.
- The cost of operating on the rail lines.
- The current level of utilization and congestion on the line.
- The freight railroad’s future prospects for growing the freight business on the line.
- The need for more capacity and the ability to add more capacity.
- Overall track and signal system condition and need for upgrade.

Each of these issues are being explored on all four (4) of these rail lines. **However, at the recent Advisory Committee meeting the elected officials and staff indicated the preferred alignment for the Central Valley Commuter service is the UP line running from Merced to Stockton and the UP (formerly SP) line running from Stockton to Sacramento.**



Level of Commuter Rail Service to be introduced.

The number of trains provided by a new service and when they are provided is obviously extremely important. If the new service is going to attract enough ridership to make it successful, it must provide the environmental and traffic mitigation benefits that are primary motivating factors in commuter service development.

Currently, simulated capabilities of the rail possibilities are being used to determine the optimum service levels that will need to be provided in order to attain the maximum possible ridership levels. While it is early in the study, we are anticipating that at least four (4) to six (6) trains in the peak direction in each weekday rush hour service period.

In addition, some level of midday service, will be necessary to make the new service attractive to potential riders. Midday service provides a “safety valve” factor for passengers (e.g., “what if I have to get home in the middle of the day?”) and leads to ridership growth in the peak period. The current ACE service takes advantage of providing midday service which has been very successful for the commuters.

Capacity Enhancements to the Rail Lines.

To support the introduction of new commuter rail service, capacity enhancements are foreseen on each of the rail lines under investigation. As presented at the last Advisory Committee meeting, preliminary estimates with the magnitude of additional capacity may be required include:

- **BNSF, Merced to Stockton:** as much as 12-15 miles of new main track which allows for double-tracking a significant portion of this heavily-utilized line.
- **UP, Merced to Stockton:** up to 17 miles of new and/or upgraded track and/or siding extensions. The line currently has seven (7) sidings, most of them are short, i.e., less than two (2) miles in length. In planning commuter rail service, sidings of less than three (3) miles in length are seldom usable for trains to “meet” if the objective is to have the meet occur while both trains remain on the move, or what is known as a “rolling meet”. This is much more preferable from a passenger’s viewpoint.
- **UP (former SP), Stockton to Sacramento:** perhaps as little as four (4) miles of new second main track.
- **UP (former WP), Stockton to Sacramento:** at least five miles of new track, primarily to extend shorter sidings.

These are very preliminary estimates of capital improvements that may be required. BNSF and UP may feel that additional capital improvements are necessary to allow for the introduction of new commuter rail service, while protecting their ability to provide both current and future levels of freight service.

Estimate of Capital Costs.

Estimates of capital costs for the capacity enhancements are being prepared focusing on construction costs for new tracks, and infrastructure. All costs will be identified on a unit cost basis. This will allow the stakeholders to know all the values utilized and will be able to calculate incremental cost estimates should the freight railroads insist upon additional improvements.

Potential Station Locations.

Recently in discussion with the Advisory Committee, potential station locations were identified on all four corridors. They were:

- **BNSF, Merced to Stockton:**

- Current Station
- Denair
- Eastern Ceres
- Northern Modesto
- Escalon
- Stockton



- **UP, Merced to Stockton:**

- Downtown Merced
 - Alternate site - Southern City Limits along Hwy 99
- Downtown Turlock
- Downtown Modesto
- Ripon
- Manteca
- Lathrop – Transfer to ACE Corridor
- Stockton

- **UP(former SP), Stockton to Sacramento:**

- Stockton
- Lodi
- Galt
- Elk Grove
- California State University, Sacramento (65th Street/University Light Rail Station).
- Downtown Sacramento (Sacramento Valley Station).

- **UP (former WP), Stockton to Sacramento:**

- Stockton
- North Stockton
- Western side of Lodi (Hwy 12)
- Thornton
- Elk Grove
- Southern Sacramento
- Sacramento City College (Light Rail Station)

Passenger Rail Equipment for the New Service.

The amount of passenger rail equipment (i.e., locomotives, coaches and control cars) required to provide the levels of service will need to be determined. The specific types of locomotives, coaches and control cars to be utilized in the new service will be based on the equipment currently in use in the existing ACE service, with improvements and upgrades as they become available to the commuter rail industry. Currently the SJRRC is currently evaluating bio-diesel locomotives for use in their fleet.



The basic assumption underlying this part of the study is that the new service will employ the same type of equipment as the existing ACE service, i.e., push-pull trains with four-axle locomotives providing head-end power to bi-level coaches and control cars. This same utilization of ACE equipment will allow an ease of maintenance and a lower cost of maintaining and operating.

Estimate of Operating Expense.

Operating expense estimates will be developed using the existing the ACE service as the model. One of the key assumptions will be that the new service will be “provided” on the same basis as the existing ACE service, i.e., a contractor will be selected to provide personnel and management for the operation of the trains and maintenance of the equipment. The contractor will provide O & M services under the terms of a “cost-plus” contract administered by the SJRRC. Infrastructure access, infrastructure maintenance and train dispatching will be provided at cost levels to be negotiated by the freight railroad owning the line over which the service is operated.

Estimates of Potential Ridership.

Estimates for potential ridership are currently being developed by the consultant. Commuter data from the various Councils of Government is being used to calculate the potential ridership. Within the next ten years, job centers will be built throughout the Central Valley requiring people to travel to and from work. Using the data from the Councils of Government and by surveying large employers, ridership potential will be identified.



Smart Growth Principles

As the Central Valley grows over the next 20 years, commuter rail service will play a key role moving people from home to work or school, and back home. Common goals of smart growth principals include the revitalization of the central cities, support and enhancement for public transit, and promoting walking and bicycling. For the most part, the central valley rail corridor is ideally located in the core of the cities, which is a key element of the smart growth principles.

Another significant opportunity is the educational system that exists along the Hwy 99 corridor. Starting in the South and going north, there is the University of California, Merced, California State University, Stanislaus, in Turlock, University of the Pacific in Stockton, and California State University, Sacramento. These educational institutions along with the several local Junior Colleges, makes this corridor unique in providing commuting alternatives to the automobile.

NEXT STEPS

Establishing successful commuter rail service requires a significant stakeholder's participation and capital investment. Listed below is a list of a few next steps:

- In order to develop a cost effective commuter rail service within the Central Valley, it is important to get stake holders feedback. During the next two months, we would appreciate the opportunity to provide a overview to the City Councils, Boards of Supervisor, Staffs, and appropriate organizations. Information from these meetings will then be brought back to the Advisory Committee to help provide direction to the SJRRC in September.
- The SJRRC Staff and Consultant team will continue to
 - Determine the potential ridership
 - Evaluate the estimated cost of operation
 - Continue our preliminary discussions with the railroad operators.
 - Develop a public relations element to keep stakeholders informed.



RESOLUTION NO. 2006-228

A RESOLUTION OF THE LODI CITY COUNCIL REQUESTING THE
SAN JOAQUIN REGIONAL RAIL COMMISSION TO UTILIZE THE
UNION PACIFIC RAILROAD THROUGH DOWNTOWN LODI FOR
THE MERCED TO SACRAMENTO COMMUTER RAIL SERVICE

WHEREAS, the San Joaquin Regional Rail Commission (SJRRRC) is conducting a service expansion analysis for commuter rail service in San Joaquin and adjacent Counties; and

WHEREAS, one of the study corridors is from Merced to Sacramento through the Lodi area, with the ideal service hoped for is to provide three peak period round trips and one mid-day round trip. Two possible rail line routes that SJRRRC is looking at is the Union Pacific main line that runs through Downtown Lodi with the other being the former Western Pacific Line (now owned by Union Pacific) that runs to the west of Lodi in undeveloped areas; and

WHEREAS, it is critical that such a commuter rail corridor have its stations in populated urban areas to promote ridership and to provide incentives for transit oriented housing around the stations. Using a rail line with stations in undeveloped rural areas would promote sprawl and would impose a locational barrier resulting in lower ridership; and

WHEREAS, on November 21, 2006, SJRRRC presented a Shirtsleeve presentation of its service expansion analysis and discussed its methodology and project schedule, and it is important for viable ridership volumes for the rail line and stations to be located where the public can easily access and use the rail service. A Downtown Lodi station would utilize the multi-modal station and support the Downtown and Downtown Transit Oriented Residential Development.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council hereby requests the SJRRRC to utilize the Union Pacific Railroad through Downtown Lodi for the Merced to Sacramento Commuter Rail Service.

Dated: December 20, 2006

I hereby certify that Resolution No. 2006-228 was passed and adopted by the City Council of the City of Lodi in a regular meeting held December 20, 2006, by the following vote:

AYES: COUNCIL MEMBERS - Hansen, Hitchcock, Katzakian, Mounce, and Mayor Johnson

NOES: COUNCIL MEMBERS - None

ABSENT: COUNCIL MEMBERS - None

ABSTAIN: COUNCIL MEMBERS - None


RANDI JOHL
City Clerk

2006-228



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Authorizing Execution of Agreement for Layoff and Sale Relating to Combustion Turbine Project Number One (EUD)

MEETING DATE: September 19, 2007

PREPARED BY: Electric Utility Director

RECOMMENDED ACTION: Adopt a resolution authorizing execution of agreement for layoff and sale relating to combustion turbine project number one.

BACKGROUND INFORMATION: The City of Lodi, through its Electric Utility Department (EUD), owns 34.78% (~43 megawatts) of the Northern California Power Agency's (NCPA) Combustion Turbine Project One (CT1 Project). The CT1 Project is composed of five combustion turbine electric generating units nominally rated at 25 megawatts (MW) each for a total project capacity of 125 MW. Two of the combustion turbine units are located in Alameda, CA, two are located in the Roseville, CA vicinity and one is located here in Lodi, CA. The units are about 20 years old and likely have another 20 years of life.

Last year, the City of Roseville expressed its desire to acquire sufficient rights in the CT1 Project to fully control and eventually own the two project units located in Roseville. Concurrently, Lodi (the largest CT1 participant) was in the process of reviewing its assets to determine the potential cost/value of same and had determined that a divestiture of a portion of its CT1 Project rights could be beneficial from a financial and economic standpoint given the extremely low usage of the project over the past decade.

Through negotiations between Roseville, Lodi, NCPA and the other CT1 Project participants, an agreement was developed for Lodi to "layoff" 26.744% of CT1 Project Entitlement to Roseville (and to Biggs and Gridley through an assumption of Roseville's present layoff to these entities) until the retirement of CT1 Debt Service in August 2010 (Phase 1) and to transfer equity rights in this project entitlement to Roseville thereafter (Phase 2). Lodi's remaining project entitlement percentage after the transfer to Roseville will be 8.036% (~10 MW).

Highlights of the Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project One are as follows:

- Lodi will "layoff" 26.744% of Project Entitlement Percentage, including project reserve accounts, to Roseville/Biggs/Gridley for the remainder of the existing term of the NCPA CT1 Project debt service which extends through August, 2010. (Phase 1)
- Roseville will pay Lodi \$3.25 million within 15 days of the effective date of the agreement, e.g. the date upon which all CT1 Participants have signed the agreement.

APPROVED: _____
Blair King, City Manager

- Roseville will pay all fixed and variable costs (including, but not limited to, debt service, and equipment repair/maintenance, capital improvements, operations and unit testing) for the two Roseville units. This means Roseville will assume these costs for that portion of the CT1 Project transferred to Roseville by Lodi. Biggs and Gridley continue to pay their respective shares of such costs.
- The NCPA CT1 Project participants agree that Roseville's share in the CT1 Project, including the Lodi layoff, resides solely at the two CT1 units located at Roseville. The other CT1 Project participants, including Lodi, will have interest only in the three Lodi and Alameda units.
- NCPA and the CT1 Project participants agree not to refinance the CT1 Project.
- At the end of the project debt service (projected to be September 1, 2010), Lodi will permanently transfer 26.744% of CT1 Project ownership rights to Roseville/Biggs/Gridley. (Phase 2)
- Roseville will pay Lodi an additional \$650,000 upon the permanent transfer of CT1 Project Entitlement from Lodi to Roseville.

Discussion

Historically the CT1 units generally have operated only a few hours per year. For example, the combustion turbine unit in Lodi has averaged operation of only 73 hours per year over the past five years. Their real value is to replace rapidly the generation of another source that fails ("reserve capacity") or for operation during extremely hot weather or at times when the electrical grid might need support in certain areas ("peaking capacity").

One of the benefits of the proposed transaction is that all CT1 participants will now have their project interests located in the "control area" (e.g. California ISO or Western/SMUD) where their electric load resides. For CAISO entities, like Lodi, their interest in the CT1 Project now qualifies as "capacity" for "resource adequacy" purposes. For information, the two Roseville units had not had capacity value in the CAISO because they are located in the Western/SMUD control area, which is outside the CAISO footprint.

The annual cost of supporting the CT1 units for the few hours they have historically operated is significant. In FY2008, for instance, Lodi's projected cost associated with its pre-Roseville sale interest in the CT1 Project is \$3.023 million. Lodi's projected CT1 Project cost following the Roseville sale is about \$646,000 – a savings to Lodi of more than \$2.3 million. Of this FY08 savings, the reduction due to debt service is \$1.2 million, due to less capital is \$200K and due to lower O&M is \$900K.

On the negative side, the CAISO plans to implement “local” capacity requirements upon the start date of its Market Redesign and Technology Upgrade (MRTU) currently scheduled for March 31, 2008. The portion of Lodi’s CT1 Project residing in the Alameda and Lodi units that is being sold to Roseville will reduce Lodi’s qualified local capacity amounts below the expected target level for Lodi. This may necessitate the acquisition of local capacity from the marketplace for the period beginning with initiation of MRTU until the operation of the New Lodi generating unit tentatively planned for 2011. It is uncertain what the cost of such local capacity will be, however it is not expected to exceed the operational cost savings due to the Roseville sale and could be significantly less.

Summary

Under the proposed agreements, Lodi will sell approximately $\frac{3}{4}$ of its interest (a 26.744% Project Entitlement Percentage) in the CT1 Project to the City of Roseville (and to Biggs and Gridley though an assumption of Roseville’s current layoff/sale arrangement with these entities) effective upon approval/execution of the related agreement by all CT1 Project participants and NCPA. In return, Roseville shall pay Lodi (i) \$3.25 million within 15 days of the agreement’s effective date (projected to be on or before October 30, 2007) and (ii) an additional \$650,000 upon the commencement of Phase 2 (projected to be September 10, 2010). Roseville/Biggs/Gridley will assume the costs of debt service, capital investments and O&M associated with the transferred entitlement upon execution of the agreement. As a result of the transaction, Roseville will have all rights in the two CT1 units located at Roseville, CA – other participants would have rights only in the Alameda and Lodi CT1 units.

FISCAL IMPACT: The proposed transaction would result in the receipt of \$3.25 million by Lodi in fiscal year 2007-08 and an additional \$650,000 upon the commencement of Phase 2 (projected to be September 2010). Lodi would no longer be responsible for debt service, capital and O&M for the portion of the CT1 Project transferred – in fiscal year 2007-08 this foregone amount is estimated to be \$2.3 million. Future annual savings will vary and will be about \$1.2 million less when debt service is retired in fiscal year 2010-11. Lodi may incur costs to increase its local capacity following the start of MRTU in 2008 – the amounts and timing to be determined.

FUNDING: Not applicable.

George F. Morrow
Electric Utility Director

Prepared By: George F. Morrow, Electric Utility Director

**AGREEMENT FOR LAYOFF AND SALE OF
PROJECT ENTITLEMENT PERCENTAGE RELATING TO
COMBUSTION TURBINE PROJECT NUMBER ONE**

This Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project Number One (this "Agreement") is by and among the Northern California Power Agency, a joint powers agency of the State of California ("NCPA"); the Cities of Alameda, Healdsburg, Lodi, Lompoc, Roseville, Santa Clara and Ukiah, and the Plumas-Sierra Rural Electric Cooperative (all of whom are jointly referred to as the "Project Participants"), the City of Biggs ("Biggs") and the City of Gridley ("Gridley") (all of whom are jointly referred to as the "Parties"). The Agreement shall become effective ("Effective Date"), upon execution by all the Project Participants, Biggs and Gridley.

WITNESSETH:

WHEREAS, NCPA and the Project Participants have previously executed that certain Agreement for Construction, Operations and Financing of Combustion Turbine Project Number One dated July 1, 1984 (the "Third Phase Agreement"); and

WHEREAS, pursuant to the Third Phase Agreement, each of the Project Participants owns an undivided share or "Project Entitlement Percentage" of the capacity and energy produced by the Combustion Turbine Project Number One (the "CT1 Project"), which Project Entitlement Percentage is specified in an appendix to the Third Phase Agreement; and

WHEREAS, each Project Participant is obligated to take and pay for the electric output of the CT1 Project in proportion to its Project Entitlement Percentage and is further obligated to pay for the operation and maintenance costs of the CT1 Project in proportion to its Project Entitlement Percentage, all in accordance with the Third Phase Agreement; and

WHEREAS, the CT1 Project consists of five (5) separate units, two (2) of which are located near the City of Roseville, California (the "Roseville CT1 Units"), two (2) of which are located in the City of Alameda, California (the "Alameda CT1 Units"), and one (1) of which is located in the City of Lodi, California (the "Lodi CT1 Unit"); and

WHEREAS, the Roseville CT1 Units, Alameda CT1 Units and Lodi CT1 Unit are owned and operated by NCPA as a single project on behalf of the Project Participants, and the Project Participants' individual Project Entitlement Percentages are not stated with reference to any particular CT1 Unit; and

WHEREAS, the City of Lodi ("Lodi") presently owns a Project Entitlement Percentage of 34.780% and the City of Roseville ("Roseville") presently owns a Project Entitlement Percentage of 13.584 %; and

WHEREAS, Roseville desires to obtain an additional 26.416% of the Project Entitlement Percentage from Lodi; and

WHEREAS, Lodi is willing to initially layoff, and then eventually transfer ownership of, 26.416% of the Project Entitlement Percentage to Roseville; and

WHEREAS, Roseville currently lays off 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley pursuant to Resolutions 84-37 and 84-38 ("the BGR Layoff"); and

WHEREAS, the BGR Layoff contemplates that the Third Phase Agreement will be amended such that Biggs and Gridley will become full project participants in the CT1 Project, but such amendment has not occurred; and

WHEREAS, during Phase One of this Agreement, Roseville will assign its obligations under the BGR Layoff to Lodi, and Lodi is willing to assume Roseville's responsibility for the layoff to Biggs and Gridley under the BGR Layoff, in place and in stead of Roseville and to layoff and eventually transfer ownership of 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley; and

WHEREAS, during Phase One of this Agreement, NCPA and the Project Participants will treat Roseville's Project Entitlement Percentage, including the 26.416% transferred from Lodi, as residing solely at the two (2) Roseville CT1 Units and Roseville will relinquish any claim to capacity, energy or other rights to the Alameda CT1 Units and the Lodi CT1 Unit; and

WHEREAS, at the beginning of Phase Two of this Agreement, NCPA will execute a grant deed and transfer ownership of the Roseville CT1 Units to Roseville and, the CT1 Project participants other than Roseville will each execute a quit claim deed, all effective upon the commencement of Phase 2; and

WHEREAS, during Phase Two of this Agreement, the Parties intend to amend the Third Phase Agreement to: (a) incorporate changes in the ownership of Project Entitlement Percentages represented by the layoff from Lodi to Roseville and the layoff from Lodi to Biggs and Gridley pursuant to the assignment of the BGR Layoff ; (b) include Biggs and Gridley as full "project participants" in the CT1 Project; (c) remove Roseville from the Third Phase Agreement and the NCPA CT1 Project and (d) make such other mutually agreeable changes as more specifically described herein; and

WHEREAS, Lodi and Roseville believe that the layoffs and transfers contemplated herein will be mutually beneficial to all Project Participants; and

WHEREAS, in consideration of the mutual benefits contained herein, the Project Participants intend to waive solely with respect to the layoffs and transfers contemplated

herein any first or second rights of refusal contained within the Third Phase Agreement;
and

WHEREAS, capitalized terms used in this Agreement and not expressly defined herein shall have the same meanings as such terms have in the Third Phase Agreement.

NOW, THEREFORE, the Parties agree as follows:

1. Two Phase Process. The Parties acknowledge and agree that the goals, purposes and requirements of this Agreement are to be achieved in two distinct phases:

(a) Phase One. Phase One shall commence on the Effective Date and continue until the later of 0001 Hours on September 1, 2010 or the date on which all outstanding Bonds sold for the CT1 Project shall be completely paid off and retired.

(b) Phase Two. Phase Two shall commence on the later of 0001 Hours on September 1, 2010 or the date on which all outstanding Bonds sold for the CT1 Project shall be completely paid off or retired.

During both Phase One and Phase Two, the Parties agree to cooperate with each other in good faith to implement the goals, purposes and requirements of this Agreement. Notwithstanding any other provision contained herein, this Agreement shall in no way modify or amend the Third Phase Agreement, nor shall it modify the obligations or rights of the Project Participants, NCPA, the bondholders, the Trustee or the bond insurer provided for under the Third Phase Agreement. During Phase One, all actions taken under this agreement shall be taken in such time, fashion and manner so as to permit each project participant and NCPA to fully perform their respective obligations under the Third Phase Agreement

2. Phase One – Layoffs from Lodi to Roseville, Biggs and Gridley. Lodi shall make the following layoffs of Project Entitlement Percentage during Phase One:

(a) Lodi to Roseville Layoff. As of the Effective Date, Lodi shall layoff 26.416% of the Project Entitlement Percentage to Roseville. Such capacity and associated available energy is hereby deemed as "surplus" by Lodi pursuant to Section 9 of the Third Phase Agreement, and shall be laid off solely to Roseville for its beneficial use. Lodi shall layoff said surplus capacity and associated available energy to Roseville throughout Phase One.

(b) Assignment of BGR Layoff from Roseville to Lodi, and Associated Lodi to Gridley and Biggs Layoff.

(i) As of the Effective Date, Roseville hereby assigns the BGR Layoff with Biggs and Gridley to Lodi, and Lodi accepts such assignment, provided that Roseville shall hold Lodi harmless for actions or inactions relating to BGR layoff arising prior to the Effective Date of such assignment.

(ii) Pursuant to such assignment and the BGR Layoff, as of the Effective Date, Lodi shall lay off 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley. Such capacity and associated available energy is hereby deemed as "surplus" by Lodi pursuant to Section 9 of the Third Phase Agreement, and shall be laid off to Biggs and Gridley respectively for their beneficial use. Lodi shall lay off said surplus capacity and associated available energy to Biggs and Gridley until the amendment of the Third Phase Agreement as contemplated during Phase Two, or as otherwise agreed among Lodi, Biggs and Gridley.

(iii) NCPA shall bill Biggs and Gridley directly, and then credit Lodi for each lay off as a bilateral transfer from Lodi at project cost (which is identical to the current arrangement for the Roseville lay offs to Biggs and Gridley).

(c) After the layoffs to Roseville, Biggs and Gridley, Lodi shall have a remaining Project Entitlement Percentage of 8.036%.

(d) In consideration for the Lodi layoffs hereunder, and for the transfer contemplated by section 3(a) Roseville shall make a one-time cash payment of Three Million Two Hundred Fifty Thousand Dollars (\$3,250,000) directly to Lodi (the "Transfer Payment"). The Transfer Payment shall be payable to Lodi within fifteen (15) business days of the Effective Date.

It is understood and agreed that the layoffs hereunder, and the transfers contemplated by section 3(a) shall include cash and investments held by NCPA or the CT1 Project Trustee for working capital, operating/maintenance reserve and debt service reserves, such that as of the Effective Date Roseville's Project Entitlement Percentage includes a forty (40%) Percent interest in the balance of such reserves and Lodi's Project Entitlement Percentage includes eight and thirty-six thousandths (8.036%) percent of such reserves. All other Parties' interests in such reserves are as they appear in Schedule 2 (d-2). For information, a summary of the cash and investments held by NCPA in the working capital, debt service reserves and operating reserve accounts, as of June 30, 2007, is as shown on Schedule 2 (d-2). Project Participants agree to maintain reserves equal to or greater than the amounts shown in Schedule 2(d-2) as of June 30, 2007. In consideration of Lodi's layoff of said reserves, Roseville shall make a one time cash payment of Six Hundred Fifty Thousand (\$650,000) Dollars directly to Lodi no later than the commencement of Phase Two.

The payments referred to above shall be the sole consideration payable by Roseville to Lodi hereunder. The failure of Roseville to timely make the payments shall not be a basis for the termination of this Agreement, and Lodi's sole remedy for any such failure will be to recover such amount from Roseville as damages.

(e) During Phase One, NCPA shall budget separately for the Roseville CT1 Units and

the other three (3) CT1 units (the Lodi CT1 Unit and the Alameda CT1 Units); provided, however, that such discrete budgeting shall not materially impact the repayment of the Bonds. Roseville shall be solely responsible for paying all fixed and variable costs (including, but not limited to, insurance, debt service, equipment repair/maintenance, operations, unit testing and capital improvements) for the Roseville CT1 units, as such costs are typically calculated under the Facilities Agreement and the NCPA annual budget. Similarly, the Project Participants (other than Roseville), Biggs and Gridley shall be solely responsible for paying all fixed and variable costs (including, but not limited to, insurance, debt service, equipment repair/maintenance, operations, unit testing and capital improvements) for the Alameda CT1 Units and the Lodi CT1 Unit as such costs are typically calculated under the Facilities Agreement and NCPA annual budget. Where costs are incurred on a unit specific basis and can readily be assigned to individual Project generating units, NCPA shall budget and allocate costs directly to each unit. Where costs are incurred on a combined total project basis and cannot be readily assigned directly to specific generating units, NCPA shall budget for and assign twenty percent to each individual Project unit. A detailed list of the common and unit specific charges is contained in Schedule 2 (e) in the form of a unit specific budget summary. Although the overall Project budget is approved on a Project participation vote, allocation of costs to each participant shall be in proportion to entitlement in each unit.

With respect to any capital improvement Project(s) initiated during Phase One, the capital improvement Project(s) costs shall be allocated between Roseville and the Project Participants other than Roseville where Roseville shall pay 100% of the cost of any capital improvement Projects at the Roseville Facilities and the Project Participants other than Roseville shall pay 100% of the cost for any capital improvements Projects at the Lodi and Alameda Facilities. During its annual budget process and prior to approving the budget, NCPA shall provide Roseville with a list of the capital improvement projects proposed for the Roseville CT1 Units. The list shall classify each proposed project as required or optional and include a justification for each project. Roseville shall have sole discretion as to whether or not to optional projects are budgeted and undertaken. NCPA and the Project Participants shall have sole discretion with regard to required projects.

During Phase One, Roseville shall be solely responsible for paying all costs, including emergency repair, catastrophic damage repair and mitigation costs and public and personal liability costs associated with the Roseville CT1 Units. Similarly, during Phase One, the Project Participants (other than Roseville), Biggs and Gridley shall be responsible for paying all costs including, emergency repair, catastrophic damage repair and mitigation costs and public and personal liability costs associated with the Alameda CT1 Units and the Lodi CT1 Unit.

(f) With respect to spare parts and tools, the parties agree to follow the provisions set forth in Article 5 below.

(g) During Phase One, the Project Participants shall not take any action which could trigger a demand for early repayment of the Bonds or which could extend the date on which the Bonds are scheduled to be paid off or retired, which is August 16, 2010. NCPA and the Project Participants may pursue refinancing of the Bonds, so long as such refinancing does not (i) materially interfere with the Phase One lay offs of surplus capacity and associated available energy from Lodi to Roseville and from Lodi to Biggs and Gridley, (ii) adversely impact the Phase Two transfer of said capacity and associated available energy from Lodi to Roseville and from Lodi to Biggs and Gridley, or (iii) materially interfere with the Phase Two transfer of the ownership of the Roseville CT1 units to Roseville; or (iv) extend the date on which the Bonds are scheduled to be paid off or retired, which is August 16, 2010. Notwithstanding anything in this Agreement to the contrary, during Phase One each Project Participant has an undivided right to the capacity and energy of each CT1 Project Unit, and retains all of the liabilities and obligations pertaining to such undivided right, pursuant to the terms and conditions of the Third Phase Agreement.

(h) In the event of a material default by any Party under this Agreement (the "Defaulting Party"), in addition to any other action at law or equity, or any other remedy available under any other agreement, the non-defaulting party(ies) shall have the right to cure the default on behalf of the Defaulting Party, and thereafter the Defaulting Party shall reimburse the non-defaulting party(ies) any monies owed plus interest on the delinquent amount, at the per annum prime rate (or reference rate) of the Bank of America NT&SA in effect as of the default date plus two percent (2%) but in no event more than the maximum rate permitted by applicable law, plus all reasonable costs and expenses (including reasonable attorneys' fees) incurred by the non-defaulting party(ies) in connection therewith.

(i) The Parties acknowledge that Roseville has obtained a preliminary title report ("Preliminary Title Report") on the Roseville Facility (as hereinafter defined). A copy of that Preliminary Title Report is attached hereto as Schedule 2(i). Roseville shall have until August 22, 2007 to object in writing to any item or exception shown thereon where it is commercially reasonable to make such objection. Any item or exception shown on the Preliminary Title Report to which Roseville does not object shall be deemed accepted. Upon receipt of a timely objection from Roseville, NCPA and the Project Participants (other than Roseville) shall use commercially reasonable efforts to remove or cure such items or exceptions prior to the conclusion of Phase One. The failure to remove or cure such exceptions despite commercially reasonable efforts to do so shall not, however, be a basis for the termination of this Agreement, and the Parties shall remain obligated to the transfers contemplated in Phase Two despite such failure. Notwithstanding any other provision contained herein, the Parties agree that the Preliminary Title Report shall act as a baseline with respect to the Roseville Facility, and that no new items, requirements, exceptions, easements, rights-of-way, mortgages, liens or other encumbrances of any kind may be attached to the Roseville Facility without the prior written consent of Roseville, which consent Roseville may withhold in its sole discretion.

(j) During NCPA's fiscal years 2007/2008 and 2008/2009, Lodi agrees to continue to pay NCPA Power Management costs associated with its ownership entitlement in the CT1 Project as if it retained its full 34.78% Project Entitlement Percentage so that the remaining members of NCPA are held harmless from any adverse impact on their shares of Power Management costs caused by this Agreement. Beginning fiscal year 2009/10, allocation of NCPA Power Management costs shall be in accordance with the methodology adopted by the NCPA Commission at that time.

3. Phase Two – Transfer from Lodi to Roseville.

(a) Upon the commencement of Phase Two, Lodi shall transfer 26.416% of the Project Entitlement Percentage to Roseville. Such Project Entitlement Percentage shall be sold to Roseville pursuant to Section 8 of the Third Phase Agreement and subject to the terms contained herein. No additional consideration shall be owed to Lodi for implementing this transfer other than that specified in Section 2(d) above. Additionally, the Project Participants waive, solely with respect to this transfer, any first or second rights of refusal contained within the Third Phase Agreement.

(b) Upon the commencement of Phase Two, Roseville's 40.000% Project Entitlement Percentage in the CT1 Project established pursuant to this Article 3 shall be converted into outright ownership and title to the CT1 Project facility located near Roseville, California, which includes the two (2) Roseville CT Units, associated equipment, and real property as more specifically detailed in Schedules 3(b-1) and 3(b-2) attached hereto ("the Roseville Facility"). The Parties acknowledge and agree that ownership and title to the Roseville Facility shall be deemed to be transferred to Roseville upon the commencement of Phase Two. NCPA shall execute and deliver to Roseville no later than August 31, 2010, a grant deed (and any reasonably related documentation). The Project Participants (other than Roseville), Biggs and Gridley shall each execute a quit claim deed effective as of the commencement of Phase Two evidencing said transfer of ownership and title to Roseville. Additionally, NCPA and the Project Participants shall take all steps which may be necessary to transfer all Roseville Facility licenses, permits, easements and rights-of-way to Roseville as of the commencement of Phase Two.

(c) "As-Is" Transfer to Roseville; Defense, Indemnity and Releases. It is the intent of the Parties that the transfer of ownership of the Roseville Facilities to Roseville shall occur on an "as is" basis, and that as of the time of the transfer of ownership Roseville will release NCPA, the Project Participants, Biggs and Gridley from, and defend and indemnify them against, any environmental or other liability arising from the condition of the Roseville Facility. This intent is notwithstanding that the actual transfer of ownership of the Roseville Facility will not occur until Phase Two of this Agreement and that the Roseville Facility will continue to be operated by NCPA during Phase One.

(i) Definitions. The following definitions shall apply where used in this Agreement.

"Hazardous Substances" means any chemical, compound, material, mixture, or substance that is now or may in the future be defined or listed in, or otherwise classified pursuant to any Environmental Laws as a "hazardous substance", "hazardous material", "hazardous waste", "extremely hazardous waste", "infectious waste", "toxic substance", "toxic pollutant", or any other formulation intended to define, list or classify substances by reason of deleterious properties such as ignitability, corrosivity, reactivity, carcinogenicity, or toxicity. The term "hazardous substances" shall also include asbestos or asbestos-containing materials, radon, chrome and/or chromium, polychlorinated biphenyls, petroleum, petroleum products or by-products, petroleum components, oil, mineral spirits, natural gas, natural gas liquids, liquefied natural gas, and synthetic gas usable as fuel, whether or not defined as a hazardous waste or hazardous substance in the Environmental Laws.

"Environmental Laws" means all present and future federal, state and local laws (whether under common law, statutes, ordinances, regulations, rules, administrative rules and policies, judicial and administrative orders and decrees, or otherwise), and all other requirements of governmental authorities relating to the protection of human health or the environment. Without limiting the generality of the foregoing, the term "Environmental Laws" includes: the California Hazardous Substance Account Act, California Health and Safety Code Section 25300 *et seq.*, (including section 25359.7); the California Clean Air Act, California Health & Safety Code section 40910, *et seq.*; the Mulford-Carrell Air Resources Act, California Health & Safety Code section 3900 *et seq.*; the California Hazardous Waste Control Act, California Health & Safety Code section 2500 *et seq.*; the Toxic Substances Control Act, title 15 U.S.C. section 2601 *et seq.*; the Clean Air Act, title 42 U.S.C. section 7401 *et seq.*; the Comprehensive Environmental Response, Compensation, and Liability Act, ("CERCLA") title 42 U.S.C. section 9601 *et seq.*, the Resource Conservation and Recovery Act ("RCRA") title 42 U.S.C. section 6901 *et seq.*; and the Clean Water Act, title 33 U.S.C. section 2601 *et seq.*, as these laws may be amended in the future.

(ii) Disclosures Regarding Conditions at or Affecting the Roseville Facility.

Roseville is an experienced and sophisticated buyer of industrial property and is an experienced and sophisticated operator of electric power plants. Roseville knows that the Roseville Facility is located in an area with a history of industrial operations, and that the Roseville Facility is designed for and has been used as an electric power plant. Roseville has had a full opportunity to enter upon, inspect and review all aspects of the Roseville Facility, including all improvements.

Roseville acknowledges and agrees that NCPA's and the Project Participants' duty to disclose any reports or documents respecting the physical or environmental condition of the Roseville Facility is limited to data or documents containing data from air, soil,

groundwater or other environmental investigations previously conducted at the Roseville Facility which are in NCPA's possession. NCPA and the Project Participants expressly disclaim any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. Roseville will rely on the investigation and analysis of data undertaken by its own consultants.

Roseville is fully aware of all requirements of laws, ordinances and regulations relating to the Roseville Facility and to its operation as an electric generating plant and further acknowledges that the Roseville Facility may not comply with all laws and regulations. NCPA and the Project Participants expressly disclaim any warranty with respect to whether the Roseville Facility is in compliance with laws and regulations.

Roseville acknowledges and agrees that NCPA's and the Project Participants' duty to disclose any reports or documents respecting the operation of or the operating condition of the Roseville Facility is limited to data or documents previously prepared which are in NCPA's possession. NCPA and the Project Participants expressly disclaim any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. Roseville will rely on the investigation and analysis of data undertaken by its own consultants.

Roseville understands and agrees that any disclosures made in this Agreement on the basis of the NCPA's or the Project Participants' "knowledge" will be based solely on NCPA's Assistant General Manager for Generation Services' actual knowledge of facts.

Roseville acknowledges and agrees that for all disclosure and warranty purposes under this Agreement, neither NCPA nor the Project Participants will be required to undertake any investigation of their respective historic files nor conduct any investigation or interviews with existing or prior personnel to determine whether additional or different information is available concerning the condition or history of the Roseville Facility.

Roseville understands that regardless of the delivery by NCPA or the Project Participants to Roseville of any materials, including, without limitation, third party reports, Roseville will rely entirely on Roseville's own experts and consultants in proceeding with this transaction.

Roseville acknowledges that, except as provided in the Agreement, neither NCPA nor any of the Project Participants, nor their respective agents or representatives, have provided any information (nor made any representations or warranties, express or implied, verbal or written), regarding any aspect of the Roseville Facility including, but not limited to, fitness for any particular purpose, suitability, habitability, quality, physical condition, value, availability of approvals for any development or use of the Roseville Facility or compliance with any Environmental Laws, or any other federal, state or local laws, statutes, regulations, codes, ordinances, rules, administrative orders, or any other requirements applicable to the Roseville Facility.

Roseville further acknowledges that neither NCPA nor any of the Project Participants, nor any of their respective agents or representatives, have provided information or made

any representations or warranties relating to the Roseville Facility or its use, including, without limitation, the following: (a) whether the prior, current or anticipated uses of the Roseville Facility or any portion thereof, are permitted or not permitted, restricted or not restricted, lawful or otherwise; (b) whether the Roseville Facility or any portions thereof, have been inspected by an engineer, contractor, or any other expert or consultant or the conditions of the Roseville Facility; (c) the fitness or suitability of the Roseville Facility for the purposes to which Roseville intends to put it; (d) the operating costs, efficiency, or amount of electric energy which it can produce or under what circumstances; or (e) the regulatory environment in which the Roseville Facility would be operated.

(iii) "As Is" Transfer as of Phase Two.

Roseville acknowledges that during Phase One of this Agreement, NCPA will continue to operate the Roseville Facility, in accordance with good utility practices, pursuant to the Third Phase Agreement and this Agreement, that the condition of the Roseville Facility may change or deteriorate during that time frame, that Hazardous Substances which do not now exist may be released or be discovered, or that other damage to or deterioration of the Roseville Facility may occur; provided, however, that NCPA and the Project Participants shall provide normal maintenance to the Roseville Facility in accordance with good utility practices during Phase One.

Roseville agrees to accept the Roseville Facility, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land "AS IS" and in its then current state and condition as of the commencement of Phase Two, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Roseville Facility, whether known or unknown, suspected or unsuspected, actual or potential, and, upon execution of this Agreement, Roseville assumes all responsibility for any such faults, defects, and conditions as of the transfer of ownership of the Roseville Facility.

(iv) Release and Indemnity.

Upon recordation of the deeds transferring the Roseville Facility, and without the execution of any further agreement, Roseville hereby releases and forever discharges NCPA, the members of NCPA, Biggs, Gridley and the Project Participants, and their respective employees, agents, representatives, affiliates, insurers, attorneys and their respective predecessors, successors and assigns (all of whom are jointly referred to as "the Released Parties"), from any and all claims and causes of action of any kind, whether known or unknown, suspected or unsuspected, actual or potential, existing now or in the future, arising out of or relating in any way to any condition (including any environmental conditions or hazards) on, under, or around the Roseville Facility, or from the air, soil, groundwater or surface water at or beneath the Roseville Facility, whether or

not caused by the Released Parties or any other person or entity and whether or not caused prior or subsequent to the execution of this Agreement or the recordation of the deeds.

Without limiting the generality of the foregoing, Roseville (A) releases and forever discharges the Released Parties from any and all claims and causes of action under or with respect to any Environmental Laws, and (B) agrees to defend (with counsel selected by NCPA and approved by Roseville, which approval will not be unreasonably withheld) indemnify, protect and hold the Released Parties free and harmless from any claim, liability, damages of any kind, attorneys' fees, or costs arising out of or resulting from the physical condition or use of the Roseville Facility on or after recordation of the deeds transferring the Roseville Facility, including, without limitation: all foreseeable and unforeseeable damages or claims directly or indirectly arising from any condition of the Roseville Facility, whether preexisting, present or future, including the use, generation, storage, or disposal of Hazardous Substances on the Roseville Facility; the cost of any required or necessary investigation, repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Substances on or about the Roseville Facility by any person; and claims or causes of action threatened or made by anyone relating to the condition or use of the Roseville Facility, including, without limitation, adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13 or any Environmental Law.

Roseville's defense and indemnity obligations shall survive the termination of the Agreement and may not be transferred or assigned to any person or entity without the express written consent of NCPA. In the event Roseville requests assignment of this obligation, NCPA may request or require adequate financial assurance to secure the indemnity obligation in its sole discretion.

Roseville specifically waives the benefit of the provisions of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code, provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS
WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT
TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING
THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE
MATERIALLY AFFECTED HIS SETTLEMENT WITH THE
DEBTOR.

Roseville hereby specifically acknowledges that Roseville has carefully reviewed this provision and discussed its significance with legal counsel and acknowledges that this provision is a material part of the Agreement. This release shall inure to the benefit of and be binding upon the Released Parties' and Roseville's respective successors, assigns and transferees.

The obligations of Roseville to release, defend and indemnify the Released Parties pursuant to this Agreement shall survive the termination or expiration of the Agreement and recordation of the deeds transferring ownership of the Roseville Facility, and shall be binding upon Roseville's successors and assigns.

(d) NCPA shall retain outright ownership and title to the three (3) remaining CT1 Project units, consisting of the one (1) Lodi CT1 Unit and the two (2) CT1 Alameda Units, and their associated equipment and real property as more specifically detailed in Schedule 3(d-1) through 3(d-3) attached hereto (the "Alameda and Lodi Facilities"). NCPA and the Project Participants acknowledge and agree that Roseville's interest in the Alameda and Lodi Facilities shall be deemed to be transferred to NCPA upon the commencement of Phase Two. Roseville shall execute a quit claim deed (and any reasonably related documentation) as of the commencement of Phase Two evidencing said transfer of Roseville's interest to NCPA including all licenses, permits, easements and rights-of-way for the Alameda and Lodi Facilities. A list of permits and transfer fees is detailed in Schedule 3 (d-4)

(e) "As-Is" Ownership by NCPA; Defense, Indemnity and Releases.
It is the intent of the Parties that the full ownership of the Alameda and Lodi Facilities by NCPA shall occur on an "as is" basis, and that as of Phase Two, NCPA and the Project Participants (other than Roseville) will release Roseville from, and defend and indemnify them against, any environmental or other liability arising from the condition of the Alameda and Lodi Facilities.

(i) Disclosures Regarding Conditions at or Affecting the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) are experienced and sophisticated owners and/or operators of electric power plants. NCPA and the Project Participants (other than Roseville) know that the Alameda and Lodi Facilities are located in areas with a history of industrial operations, and that the Alameda and Lodi Facilities are designed for and has been used as an electric power plant. NCPA and the Project Participants (other than Roseville) have had a full opportunity to enter upon, inspect and review all aspects of the Alameda and Lodi Facilities, including all improvements.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that Roseville's duty to disclose any reports or documents respecting the physical or environmental condition of the Alameda and Lodi Facilities is limited to data or documents containing data from air, soil, groundwater or other environmental investigations previously conducted at the Alameda and Lodi Facilities which are in Roseville's possession. Roseville expressly disclaims any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. NCPA and the Project Participants (other than Roseville) will rely on the investigation and analysis of data undertaken by their own consultants.

NCPA and the Project Participants (other than Roseville) are fully aware of all requirements of laws, ordinances and regulations relating to the Alameda and Lodi

Facilities and to their operation as electric generating plants and further acknowledges that the Alameda and Lodi Facilities may not comply with all laws and regulations. Roseville expressly disclaims any warranty with respect to whether the Alameda and Lodi Facilities are in compliance with laws and regulations.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that Roseville's duty to disclose any reports or documents respecting the operation of or the operating condition of the Alameda and Lodi Facilities is limited to data or documents previously prepared which are in Roseville's possession. Roseville expressly disclaims any warranty with respect to the accuracy of any such data, documents, investigations, analysis, opinions or advice. NCPA and the Project Participants (other than Roseville) will rely on the investigation and analysis of data undertaken by their own consultants.

NCPA and the Project Participants (other than Roseville) understand and agree that any disclosures made in this Agreement on the basis of Roseville's "knowledge" will be based solely on Roseville's Electric Utility Director's actual knowledge of facts.

NCPA and the Project Participants (other than Roseville) acknowledge and agree that for all disclosure and warranty purposes under this Agreement, Roseville will not be required to undertake any investigation of its historic files nor conduct any investigation or interviews with existing or prior personnel to determine whether additional or different information is available concerning the condition or history of the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) understand that regardless of the delivery by Roseville to NCPA or the Project Participants of any materials, including, without limitation, third party reports, NCPA and the Project Participants (other than Roseville) will rely entirely on their own experts and consultants in proceeding with this transaction.

NCPA and the Project Participants (other than Roseville) acknowledge that, except as provided in the Agreement, neither Roseville, nor its respective agents or representatives, have provided any information (nor made any representations or warranties, express or implied, verbal or written), regarding any aspect of the Alameda and Lodi Facilities, including, but not limited to, fitness for any particular purpose, suitability, habitability, quality, physical condition, value, availability of approvals for any development or use of the Alameda and Lodi Facilities or compliance with any Environmental Laws, or any other federal, state or local laws, statutes, regulations, codes, ordinances, rules, administrative orders, or any other requirements applicable to the Alameda and Lodi Facilities.

NCPA and the Project Participants (other than Roseville) further acknowledge that neither Roseville, nor any its agents or representatives, have provided information or made any representations or warranties relating to the Alameda and Lodi Facilities or their use, including, without limitation, the following: (a) whether the prior, current or anticipated uses of the Alameda and Lodi Facilities or any portion thereof, are permitted or not permitted, restricted or not restricted, lawful or otherwise; (b) whether the

Alameda and Lodi Facilities or any portions thereof, have been inspected by an engineer, contractor, or any other expert or consultant or the conditions of the Alameda and Lodi Facilities; (c) the fitness or suitability of the Alameda and Lodi Facilities for the purposes to which NCPA and the Project Participants (other than Roseville) intends to put them; (d) the operating costs, efficiency, or amount of electric energy which they can produce or under what circumstances; or (e) the regulatory environment in which the Alameda and Lodi Facilities would be operated.

(ii) "As Is" Ownership as of Phase Two.

NCPA and the Project Participants (other than Roseville) acknowledge that during Phase One of this Agreement, NCPA will continue to operate the Alameda and Lodi Facilities, in accordance with good utility practices, pursuant to the Third Phase Agreement and this Agreement, that the condition of the Alameda and Lodi Facilities may change or deteriorate during that time frame, that Hazardous Substances which do not now exist may be released or be discovered, or that other damage to or deterioration of the Alameda and Lodi Facilities may occur. Provided, however, that NCPA and the Project Participants shall provide normal maintenance to the Alameda and Lodi Facilities in accordance with good utility practices during Phase One.

NCPA agrees that NCPA will take full ownership of the Alameda and Lodi Facilities, including the land, all buildings, structures, improvements, equipment, and operating systems located on or under the land "AS IS" and in its then current state and condition as of the commencement of Phase Two, without any warranties whatsoever regarding its condition except as specifically described in this Agreement, and with all faults and defects, including Hazardous Substances and any other environmental conditions or hazards, if any, that may be located on, under, or around the Alameda and Lodi Facilities, whether known or unknown, suspected or unsuspected, actual or potential, and, upon execution of this Agreement, NCPA and the Project Participants (other than Roseville) assume all responsibility for any such faults, defects, and conditions as of the date NCPA takes full ownership of the Alameda and Lodi Facilities.

(iii) Release and Indemnity.

Upon recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, and without the execution of any further agreement, NCPA and the Project Participants (other than Roseville) hereby release and forever discharge Roseville, and its employees, agents, representatives, affiliates, insurers, attorneys and their respective predecessors, successors and assigns (all of whom are jointly referred to as "the Roseville Released Parties"), from any and all claims and causes of action of any kind, whether known or unknown, suspected or unsuspected, actual or potential, existing now or in the future, arising out of or relating in any way to any condition (including any environmental conditions or hazards) on, under, or around the Alameda and Lodi Facilities, or from the air, soil, groundwater or surface water at or beneath the Alameda and Lodi Facilities, whether or not caused by the Roseville Released Parties or any other

person or entity and whether or not caused prior or subsequent to the execution of this Agreement or the recordation of the deeds.

Without limiting the generality of the foregoing, NCPA and the Project Participants (other than Roseville) (A) release and forever discharge the Roseville Released Parties from any and all claims and causes of action under or with respect to any Environmental Laws, and (B) agrees to defend (with counsel selected by Roseville and approved by NCPA, which approval will not be unreasonably withheld) indemnify, protect and hold the Roseville Released Parties free and harmless from any claim, liability, damages of any kind, attorneys' fees, or costs arising out of or resulting from the physical condition or use of the Alameda and Lodi Facilities on or after recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, including, without limitation: all foreseeable and unforeseeable damages or claims directly or indirectly arising from any condition of the Alameda and Lodi Facilities, whether preexisting, present or future, including the use, generation, storage, or disposal of Hazardous Substances on the Alameda and Lodi Facilities; the cost of any required or necessary investigation, repair, cleanup, or detoxification and the preparation of any closure or other required plans, to the full extent that such liability is attributable, directly or indirectly, to the presence or use, generation, storage, release, threatened release, or disposal of Hazardous Substances on or about the Alameda and Lodi Facilities by any person; and claims or causes of action threatened or made by anyone relating to the condition or use of the Alameda and Lodi Facilities, including, without limitation, adjoining property owners, governmental agencies, or claims brought under Proposition 65, California Health and Safety Code Sections 25249.5-25249.13 or any Environmental Law.

NCPA's and the Project Participants' (other than Roseville) defense and indemnity obligations shall survive the termination of the Agreement and may not be transferred or assigned to any person or entity without the express written consent of Roseville. In the event NCPA and the Project Participants (other than Roseville) request assignment of this obligation, Roseville may request or require adequate financial assurance to secure the indemnity obligation in its sole discretion.

NCPA and the Project Participants (other than Roseville) specifically waive the benefit of the provisions of Section 1542 of the California Civil Code. Section 1542 of the California Civil Code, provides:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

NCPA and the Project Participants (other than Roseville) hereby specifically acknowledge that NCPA and the Project Participants (other than Roseville) have carefully reviewed this provision and discussed its significance with legal counsel and

acknowledges that this provision is a material part of the Agreement. This release shall inure to the benefit of and be binding upon the Roseville Released Parties' and NCPA's and the Project Participants' (other than Roseville) respective successors, assigns and transferees.

The obligations of NCPA and the Project Participants (other than Roseville) to release, defend and indemnify the Roseville Released Parties pursuant to this Agreement shall survive the termination or expiration of the Agreement and recordation of the deeds conferring full ownership of the Alameda and Lodi Facilities to NCPA, and shall be binding upon NCPA's and the Project Participants' (other than Roseville) successors and assigns.

(f) Upon commencement of Phase 2, the Parties agree that the Third Phase Agreement is amended to: (i) add both Biggs and Gridley as Project Participants, such that their respective lay off arrangements with Lodi are converted into Project Entitlement Percentages at no additional cost, (ii) delete Roseville as a Project Participant, and (iii) delete the Roseville Units from the description of the Project. The resultant subscription of Project Participants' entitlement shares in the Alameda and Lodi units shall be in proportion to the original Project Entitlement Percentages, excluding Roseville, including the reduction in Lodi's share for the sale to Roseville, and including adjustments to the entitlement shares for Lodi, Biggs and Gridley for the conversion of the BGR Layoff into Project Entitlement Percentages, as described above. The BGR Layoff shall be deemed terminated upon such amendment of the Third Phase Agreement. A copy of the Amendment to the Third Phase Agreement is attached as Schedule 3f.

(g) Upon amendment of the Third Phase Agreement, NCPA and the Project Participants acknowledge and agree that Roseville shall no longer be a party to the Third Phase Agreement, and shall no longer be bound by any of the terms and conditions contained therein; provided, however, that any Roseville obligations under the Third Phase Agreement which are due or outstanding at the conclusion of Phase One shall remain legally binding until satisfied or waived.

(h) Following the transfer of the Roseville Facility to Roseville, NCPA shall in its sole discretion have the option to continue operating and maintaining the NCPA redundant emergency Scheduling and Dispatch facilities located at the Roseville Facility. The Parties acknowledge and agree that computer and communications equipment utilized for Scheduling and Dispatch activities are budgeted and accounted for in the NCPA Scheduling and Dispatch Program budget and are not a part of the CT1 Project. If NCPA exercises this option, then NCPA and Roseville agree to timely develop and execute appropriate documentation to capture the respective duties and obligations of NCPA and Roseville, including the treatment of facilities that may require joint use. If NCPA elects not to exercise this option, then NCPA may at its expense remove its computer and communications equipment and Roseville may construct, operate and maintain a redundant emergency Scheduling and Dispatch facility located at the Roseville Facility at its sole discretion and expense.

(i) Following commencement of Phase Two and amendment of the Third Phase Agreement, Roseville shall no longer be a party to the Third Phase Agreement, and therefore will no longer be responsible for any budgets or costs incurred or imposed there under. Further, the Parties acknowledge and agree that all consideration for the lay off and transfer of Lodi's Project Entitlement Percentage to Roseville and the subsequent transfer of the Roseville Facility to Roseville is expressly set forth herein. As a result, no additional benefits or costs, expenses, payments, assessments, true-ups, off-sets or set-asides of any kind may be accrued to, imposed on or demanded from Roseville for the transactions contemplated and implemented hereunder except for those related to the spare parts pool and tool sharing program.

4. Operational Issues.

(a) Notwithstanding that the Third Phase Agreement provides for ownership of an undivided interest in the capacity and energy of the CT1 Project and each of the five (5) CT1 Project Units, and that further notwithstanding that pursuant to the Third Phase Agreement NCPA has operated the CT1 Project as a single unified project, during Phase One, NCPA and the Project Participants acknowledge and agree that Roseville's full entitlement share in the Project, including the 26.416% Lodi lay off to Roseville, shall be treated as if it resides solely at the Roseville CT1 Units. The Project Participants also acknowledge and agree the entitlement shares of the Project Participants (other than Roseville) shall be treated as if they reside solely at the Alameda CT1 Units and the Lodi CT1 Unit. The entitlement shares of the Project Participants (other than Roseville) in the Alameda CT1 Units and the Lodi CT1 Unit shall be in proportion to the Project Entitlement Percentages, excluding Roseville and including adjustment for the layoff by Lodi described above.

In order to effectuate this intent, the Project Participants (other than Roseville) hereby layoff their right to all capacity and energy from the Roseville CT1 Units to Roseville, and Roseville hereby lays off its right to all capacity and energy from the Alameda CT1 Units and the Lodi CT1 Unit to the Project Participants (other than Roseville). Roseville hereby relinquishes any claim to any capacity, energy and any other rights or revenues produced from the Alameda CT1 Units and the Lodi CT1 Unit. Similarly, NCPA, the Project Participants (other than Roseville), Biggs and Gridley hereby relinquish any claim to capacity, energy or other rights or revenues produced from the Roseville CT1 Units.

(b) During Phase One, NCPA will continue to provide, either directly or indirectly, scheduling and dispatching services for the Roseville CT1 Units and will continue to operate and maintain said units. The redundant emergency Scheduling and Dispatch facilities located at the site of the Roseville CT1 Units will continue to be maintained and operated by NCPA at NCPA's sole option. NCPA and Roseville agree to work together in good faith to ensure that all scheduling and dispatch responsibilities and full operational control of the Roseville CT1 Units can be seamlessly transferred to Roseville upon the commencement of Phase Two; provided, however, that such cooperation between NCPA and Roseville shall not materially impact the scheduling, operation and/or maintenance of any of the CT1 Project's units. Nothing hereunder shall

preclude Roseville from providing scheduling and dispatching services for the Roseville CT1 Units on NCPA's behalf consistent with the terms and conditions of the Third Phase Agreement, provided that necessary agreements as approved by NCPA in its discretion, are in place for Roseville to assume responsibility and liability for compliance with all applicable NCPA operating permits/licensing and for all reliability criteria defined by the Western Electricity Coordinating Council (WECC) and North American Electric Reliability Corporation (NERC) for the Generator Operator registration category.

(c) During Phase One or Phase 2, in the event Lodi disconnects its electrical system from the California Independent System Operator ("CAISO") Controlled Grid and/or Lodi connects its electrical system to the electrical grid or system of the Sacramento Municipal Utility District, the Western Area Power Administration, or the Turlock Irrigation District, then the Lodi CT1 Unit will remain connected or will be caused to be re-connected to the CAISO controlled grid.

5. Spare Parts and Tools; Maintenance Building and Offices. (a) During Phase One, NCPA shall conduct a spare parts and tooling inventory. Thereafter, the Parties shall develop a spare parts pool and, if necessary, a tool sharing program, which may be utilized by NCPA and the Project Participants (including Roseville) during Phase Two. The Parties agree that the principles set forth in Schedule 5 attached hereto shall be followed in developing a spare parts pool and tool sharing program.

(b) During Phase Two, NCPA shall have the option to lease from Roseville, for one dollar (\$1) per year, the maintenance building, staff offices and the real property on which the maintenance building and staff offices currently reside at the Roseville Facility. If NCPA exercises this option, then NCPA and Roseville agree to timely develop and execute appropriate documentation to capture the respective duties and obligations of NCPA and Roseville.

6. Authority. Each signatory to this Agreement represents and warrants that he/she has been duly authorized to enter into it by the governing board of the party for whom he/she executed it.

7. Counterparts. This Agreement may be executed in any number of counterparts, all of which shall constitute a single instrument.

8. Full Force and Effect. Except as expressly addressed in this Agreement, the terms and conditions of the Third Phase Agreement shall remain in full force and effect.

9. Notice. Any notice, demand or request required or authorized by this Agreement to be given to any Party shall be in writing, and shall be personally delivered to the Party's representative on the NCPA Commission or transmitted to the Party by

overnight delivery service, costs prepaid, at the address shown on the signature page hereof. The designation of such address may be changed at any time by written notice given to the Secretary of the NCPA Commission who shall thereupon give written notice of such change to each Party.

10. Waiver. No waiver of the performance by a Party of any obligation under this Agreement with respect to any default or any other matter arising in connection with this Agreement shall be effective unless in writing.

11. Uncontrollable Forces. A Party shall not be considered to be in default in respect to any obligation under this Agreement if prevented from fulfilling such obligation by reason of uncontrollable forces. The term "uncontrollable forces" shall be deemed to mean flood, lightening, earthquake, tsunami, fire, explosion, failure of facilities not due to lack of proper care or maintenance, civil disturbance, labor dispute, sabotage, terrorism, war, national emergency, restraint by court or public authority, or other causes beyond the control of the affected Party which such Party could not reasonably have been expected to avoid by exercise of due diligence and foresight. Any Party affected by uncontrollable force shall use due diligence to place itself in a position to fulfill its obligations and remove such disability with reasonable dispatch. Nothing in this Agreement shall require a Party to settle or compromise a labor dispute.

12. Counsel Representation. Pursuant to the provisions of California Civil Code section 1717(a), each Party to this Agreement was represented by counsel in the negotiation and execution of this Agreement. In light of this representation, this Agreement shall not be construed as drafted by or be construed against any particular one of the Parties.

13. Dispute Resolution. The Parties agree to make best efforts to settle all disputes related to this Agreement among themselves, and to meet and confer in good faith to that end. In the event that a dispute cannot be resolved by consultation and good faith meet and confer processes, the Parties agree that any such dispute shall be submitted to binding arbitration. The arbitration shall be governed by the Commercial Arbitration Rules of the American Arbitration Association from time to time in force. Costs and attorney's fees shall be recoverable by the prevailing party.

14. Amendments. This Agreement may be amended only in writing.

15. Integrated Agreement. This is an integrated agreement. It contains all of the understandings of the Parties.

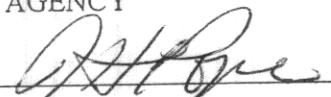
16. Severability. This Agreement is severable. In the event that any of the terms, covenants or conditions of this Agreement or the application of any such term, covenant or condition is held invalid as to any person or circumstance by any court having jurisdiction, all other terms, covenants or conditions of this Agreement and their application shall not be affected thereby, but shall remain in full force and effect unless the court holds that they are not severable from the other provisions of this Agreement.

17. Governing Law. This Agreement shall be governed by the law of the State of California.

* * *

IN WITNESS WHEREOF, each Party has executed this Agreement with the approval of its governing body.

NORTHERN CALIFORNIA
POWER AGENCY

By 

Its: GM

Date: 9/4/07

Address:

180 CIRBY WAY
ROSEVILLE CA.
95678

CITY OF ROSEVILLE

By _____

Its: _____

Date: _____

Address:

CITY OF ALAMEDA

By _____

Its: _____

Date: _____

Address:

CITY OF SANTA CLARA

By _____

Its: _____

Date: _____

Address:

CITY OF HEALDSBURG

By _____

Its: _____

Date: _____

Address:

CITY OF UKIAH

By _____

Its: _____

Date: _____

Address:

CITY OF LODI

By _____

Is: _____

Date: _____

Address:



PLUMAS-SIERRA RURAL
ELECTRIC COOPERATIVE

By _____

Its: _____

Date: _____

Address:

CITY OF LOMPOC

By _____

Its: _____

Date: _____

Address:

CITY OF BIGGS

By _____

Its: _____

Date: _____

Address:

CITY OF GRIDLEY

By _____

Its _____

Date: _____

Address:

List of Schedules

- Schedule 2(d-1): Combustion Turbine Project Number 1 Entitlement shares on August 23, 2007
- Schedule 2(d-2): Combustion Turbine Project Number 1 Cash Balances in Reserves as of June 30, 2007
- Schedule 2(e): List of Common and Unit Specific charges for Budget Purposes
- Schedule 2(i): Preliminary Title Report for the Roseville Facility
- Schedule 3(b-1): Description of the Roseville Facility
- Schedule 3(b-2): Roseville CT Parcel Map
- Schedule 3(c)(ii): Disclosures
- Schedule 3(d-1): Description of the Lodi and Alameda Facilities
- Schedule 3(d-2): Legal Description and Parcel Map for Alameda Facilities
- Schedule 3(d-3): Legal Description and Parcel Map for Lodi Facilities
- Schedule 3(d-4): Roseville CT1 Permit and Transfer Fees
- Schedule 3(f): Amendment to the Third Phase Agreement effective upon completion of Phase 2
- Schedule 5: Spare Parts and Tool Sharing Principles

SCHEDULE 2(d-1)

**Combustion Turbine Project No. 1
Project Entitlement Shares**

| | Original | Current Billing with Lay- offs 6/30/07 | Phase I | | | Phase 2 |
|---------------|----------|---|--------------|--|--|------------------------------------|
| | | | Debt Service | Lodi & Alameda Units Operating & Capital | Roseville Units Operating & Capital | Lodi & Alameda Units Only |
| Alameda | 13.092% | 13.092% | 13.092% | 21.820% | | 21.820% |
| Biggs | 0.000% | 0.118% | 0.118% | 0.197% | | 0.197% |
| Gridley | 0.000% | 0.210% | 0.210% | 0.350% | | 0.350% |
| Healdsburg | 3.500% | 3.500% | 3.500% | 5.833% | | 5.833% |
| Lodi | 34.780% | 34.780% | 8.036% | 13.393% | | 13.393% |
| Lompoc | 3.500% | 3.500% | 3.500% | 5.833% | | 5.833% |
| Plumas Sierra | 1.090% | 1.090% | 1.090% | 1.817% | | 1.817% |
| Roseville | 13.584% | 13.256% | 40.000% | | 100.000% | 0.000% |
| Santa Clara | 25.000% | 25.000% | 25.000% | 41.667% | | 41.667% |
| Ukiah | 5.454% | 5.454% | 5.454% | 9.090% | | 9.090% |
| | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% | 100.000% |

SCHEDULE 2(d-2)

Combustion Turbine Project No. 1
Cash Balances In Reserves as of June 30, 2007

| | | Approximate Value at 6/30/07 | | | |
|-------------|--|-------------------------------|---------------------------------------|----------------------------|---------------------|
| | Current Billing with Lay-offs | Working Capital Reserve | Operating & Maintenance Reserve | Debt Service Reserve | Total |
| Alameda | 13.092% | \$ 199,784 | \$ 32,730 | \$ 279,285 | \$ 511,800 |
| Biggs | 0.118% | 1,801 | 295 | 2,517 | 4,613 |
| Gridley | 0.210% | 3,205 | 525 | 4,480 | 8,209 |
| Healdsburg | 3.500% | 53,410 | 8,750 | 74,664 | 136,824 |
| Lodi | 34.780% | 530,744 | 86,950 | 741,944 | 1,359,639 |
| Lompoc | 3.500% | 53,410 | 8,750 | 74,664 | 136,824 |
| Plumas | | | | | |
| Sierra | 1.090% | 16,633 | 2,725 | 23,252 | 42,611 |
| Roseville | 13.256% | 202,287 | 33,140 | 282,784 | 518,211 |
| Santa Clara | 25.000% | 381,501 | 62,500 | 533,313 | 977,314 |
| Ukiah | 5.454% | 83,228 | 13,635 | \$ 116,347 | 213,211 |
| | <u>100.000%</u> | <u>\$ 1,526,004</u> | <u>\$ 250,000</u> | <u>\$ 2,133,250</u> | <u>\$ 3,909,254</u> |

Northern California Power Agency
Combustion Turbine No. One
Comparative Annual Operating Cost Summary Report

Schedule 2(e)

| | 2008 Adopted | By Unit | Lodi | Alameda 1 | Alameda 2 | Roseville 1 | Roseville 2 | General | Total |
|--|--------------------|------------|--------------------|--------------------|--------------------|--------------------|--------------------|--------------|--------------------|
| | Budget | Mwh Output | 20% | 20% | 20% | 20% | 20% | | 100% |
| SUMMARY | | | | | | | | | |
| Fuel | \$938,713 | | \$107,494 | \$117,175 | \$198,189 | \$257,928 | \$257,928 | \$0 | \$938,713 |
| Operations | 664,062 | | 150,313 | 132,813 | 132,812 | 124,062 | 124,062 | 0 | 664,062 |
| Maintenance | 1,447,155 | | 289,431 | 289,431 | 289,431 | 289,431 | 289,431 | 0 | 1,447,155 |
| Capital Asset Acquisitions, Replacements & Betterments | 743,166 | | 19,300 | 14,300 | 114,300 | 253,800 | 253,800 | 87,666 | 743,166 |
| Other Costs | 320,216 | | 58,462 | 50,030 | 50,030 | 50,030 | 50,030 | 61,633 | 320,216 |
| Reallocation of General Costs | 0 | | 32,801 | 32,801 | 32,801 | 32,801 | 32,801 | (164,007) | 0 |
| Debt Service | 4,265,792 | | 853,158 | 853,158 | 853,158 | 853,158 | 853,158 | 0 | 4,265,792 |
| Administrative & General | 312,758 | | 50,984 | 47,937 | 57,789 | 70,670 | 70,670 | 14,709 | 312,758 |
| Annual Budget Cost | 8,691,862 | | 1,561,944 | 1,537,646 | 1,728,511 | 1,931,881 | 1,931,881 | (0) | 8,691,862 |
| Less: Third Party Revenue | | | | | | | | | |
| Interest Income | 248,105 | 2.85% | 44,585 | 43,891 | 49,340 | 55,145 | 55,145 | (0) | 248,105 |
| | <u>248,105</u> | | <u>44,585</u> | <u>43,891</u> | <u>49,340</u> | <u>55,145</u> | <u>55,145</u> | <u>(0)</u> | <u>248,105</u> |
| Net Annual Budget Cost To Participants | \$8,443,757 | | \$1,517,359 | \$1,493,754 | \$1,679,171 | \$1,876,736 | \$1,876,736 | (\$0) | \$8,443,757 |

EXECUTION COPY

Note: General costs are spread evenly among units

Northern California Power Agency
Combustion Turbine No. One
Comparative Annual Operating Cost Summary Report

Schedule 2(e)

SUMMARY

Detailed Budget Line-Items:

| | 2008 Adopted Budget | By Unit Mwh Output | Lodi 20% | Alameda 1 20% | Alameda 2 20% | Roseville 1 20% | Roseville 2 20% | General | Total 100% |
|---------------------------------------|------------------------|-----------------------|------------------|------------------|------------------|--------------------|--------------------|------------|------------------|
| | | | 11.115 | 12.116 | 20.493 | 26.67 | 26.67 | | 97.064 |
| Fuel | | | | | | | | | |
| Natural Gas | \$938,713 | Mwh Output | 107,494 | 117,175 | 198,189 | 257,928 | 257,928 | 0 | 938,713 |
| | <u>\$938,713</u> | | <u>\$107,494</u> | <u>\$117,175</u> | <u>\$198,189</u> | <u>\$257,928</u> | <u>\$257,928</u> | <u>\$0</u> | <u>\$938,713</u> |
| Operations | | | | | | | | | |
| Generation Expenses: | | | | | | | | | |
| Salaries & Benefits | \$272,470 | prorata | 54,494 | 54,494 | 54,494 | 54,494 | 54,494 | | 272,470 |
| Outside Services | 11,720 | prorata | 2,344 | 2,344 | 2,344 | 2,344 | 2,344 | | 11,720 |
| Auxiliary Power Usage | 175,000 | py bills | 52,500 | 35,000 | 35,000 | 26,250 | 26,250 | | 175,000 |
| Misc. Generation Expenses | 22,996 | prorata | 4,600 | 4,599 | 4,599 | 4,599 | 4,599 | | 22,996 |
| | <u>482,186</u> | | <u>113,938</u> | <u>96,437</u> | <u>96,437</u> | <u>87,687</u> | <u>87,687</u> | <u>0</u> | <u>482,186</u> |
| Other Power Generation Expenses: | | | | | | | | | |
| Outside Services | 29,366 | prorata | 5,873 | 5,874 | 5,873 | 5,873 | 5,873 | | 29,366 |
| All Other | 152,510 | prorata | 30,502 | 30,502 | 30,502 | 30,502 | 30,502 | | 152,510 |
| | <u>181,876</u> | | <u>36,375</u> | <u>36,376</u> | <u>36,375</u> | <u>36,375</u> | <u>36,375</u> | <u>0</u> | <u>181,876</u> |
| Total Operations | <u>\$664,062</u> | | <u>\$150,313</u> | <u>\$132,813</u> | <u>\$132,812</u> | <u>\$124,062</u> | <u>\$124,062</u> | <u>\$0</u> | <u>\$664,062</u> |
| Maintenance | | | | | | | | | |
| Maintenance Supervision & Engineering | | | | | | | | | |
| Salaries & Benefits | \$295,428 | prorata | 59,085 | 59,085 | 59,086 | 59,086 | 59,086 | | 295,428 |
| | | | | | | | | | - |
| Maintenance of Electric Plant: | | | | | | | | | |
| Salaries & Benefits | 891,596 | prorata | 178,320 | 178,319 | 178,319 | 178,319 | 178,319 | | 891,596 |
| Travel & Staff Development | 57,856 | prorata | 11,571 | 11,572 | 11,571 | 11,571 | 11,571 | | 57,856 |
| Outside Services | 6,000 | prorata | 1,200 | 1,200 | 1,200 | 1,200 | 1,200 | | 6,000 |
| All Other Expenses | 196,275 | prorata | 39,255 | 39,255 | 39,255 | 39,255 | 39,255 | | 196,275 |
| Maintenance Reserve | 0 | | | | | | | | - |
| Total Maintenance | <u>1,447,155</u> | | <u>289,431</u> | <u>289,431</u> | <u>289,431</u> | <u>289,431</u> | <u>289,431</u> | <u>0</u> | <u>1,447,155</u> |

Note: General costs are spread evenly among units

Northern California Power Agency
Combustion Turbine No. One
Comparative Annual Operating Cost Summary Report

Schedule 2(e)

SUMMARY

Capital Assets Acquisitions, Replacements & Betterments

Minor Items of Expense

Spare Parts, Materials & Supplies Inventory Replacements (Items <=\$5,000)

| | | | | | | | | |
|-------------------------------|------------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|
| Critical Spare Part Purchase | \$15,000 prorata | 3000 | 3000 | 3000 | 3000 | 3000 | | 15,000 |
| Critical Metering Spare Parts | 50,000 general | | | | | | 50,000 | 50,000 |
| | <u>65,000</u> | <u>3,000</u> | <u>3,000</u> | <u>3,000</u> | <u>3,000</u> | <u>3,000</u> | <u>50,000</u> | <u>65,000</u> |

General Plant Capital Expenses (Items <=\$5,000)

| | | | | | | | | |
|-------------------------------------|----------------|--------------|--------------|--------------|--------------|--------------|--------------|---------------|
| Office Furniture & Equipment | 1,500 prorata | 300 | 300 | 300 | 300 | 300 | | 1,500 |
| Fuel nozzle replacement / all units | 10,000 prorata | 2,000 | 2,000 | 2,000 | 2,000 | 2,000 | | 10,000 |
| Rigging Replacement | 5,000 prorata | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | | 5,000 |
| EH&S Vehicle | 4,666 general | | | | | | 4,666 | 4,666 |
| Slurry Seal Betterment | 4,000 specific | | | | 2,000 | 2,000 | | 4,000 |
| Test Equipment | 3,000 general | | | | | | 3,000 | 3,000 |
| Gas Controls Upgrade/ Lodi | 5,000 specific | 5,000 | | | | | | 5,000 |
| | <u>33,166</u> | <u>8,300</u> | <u>3,300</u> | <u>3,300</u> | <u>5,300</u> | <u>5,300</u> | <u>7,666</u> | <u>33,166</u> |

Generation or Transmission Plant (Items <= \$25,000)

| | | | | | | | | |
|----------------------------|----------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|
| Instrumentation Upgrade | 5,000 prorata | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | | 5,000 |
| Vibration Monitoring Equip | 15,000 general | | | | | | 15,000 | 15,000 |
| | <u>20,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>15,000</u> | <u>20,000</u> |

Retirement Units (Depreciable)

General Plant (Items > \$5,000)

| | | | | | | | | |
|--|------------------|--------------|--------------|--------------|--------------|--------------|---------------|---------------|
| Warehouse Reorganization/ Inventory Identification | \$15,000 general | | | | | | \$15,000 | 15,000 |
| Insulation Project | 5,000 prorata | 1,000 | 1,000 | 1,000 | 1,000 | 1,000 | | 5,000 |
| | <u>20,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>1,000</u> | <u>15,000</u> | <u>20,000</u> |

Generation or Transmission Plant (Items > \$25,000)

| | | | | | | | | |
|--|-----------------|--------------|--------------|--------------|---------------|---------------|----------|---------------|
| Inlet Filter Replacements | 25,000 specific | | | | 12,500 | 12,500 | | 25,000 |
| Berm Betterment (secondary diesel storage) | 30,000 prorata | 6,000 | 6,000 | 6,000 | 6,000 | 6,000 | | 30,000 |
| CMMS | 0 | | | | | | | |
| | <u>55,000</u> | <u>6,000</u> | <u>6,000</u> | <u>6,000</u> | <u>18,500</u> | <u>18,500</u> | <u>0</u> | <u>55,000</u> |

Capital Development Reserve (Items > \$100,000 Funded 3 to 10 Yrs)

| | | | | | | | | |
|---------------------------------|------------------|-----------------|-----------------|------------------|------------------|------------------|-----------------|------------------|
| Hot Section Roseville U-1, U-2 | 450,000 specific | | | | 225,000 | 225,000 | \$ | 450,000 |
| Major Alameda U-2 | 100,000 specific | | | 100,000 | | | \$ | 100,000 |
| Alameda Fuel Nozzle Replacement | 0 | | | | | | \$ | - |
| | <u>550,000</u> | <u>0</u> | <u>0</u> | <u>100,000</u> | <u>225,000</u> | <u>225,000</u> | <u>0</u> | <u>550,000</u> |
| | <u>\$743,166</u> | <u>\$19,300</u> | <u>\$14,300</u> | <u>\$114,300</u> | <u>\$253,800</u> | <u>\$253,800</u> | <u>\$87,666</u> | <u>\$743,166</u> |

Note: General costs are spread evenly among units

Northern California Power Agency
Combustion Turbine No. One
Comparative Annual Operating Cost Summary Report

Schedule 2(e)

SUMMARY

Other Costs

Outside Services:

| 2008 Adopted Budget | By Unit Mwh Output | Lodi 20% | Alameda 1 20% | Alameda 2 20% | Roseville 1 20% | Roseville 2 20% | General | Total 100% |
|----------------------------------|-----------------------|-------------|------------------|------------------|--------------------|--------------------|---------------|---------------|
| | | 11.115 | 12.116 | 20.493 | 26.67 | 26.67 | | 97.064 |
| S&P Debt Surveillance Fee | \$0 | | | | | | | |
| Compliance Disclosure | 2,000 general | | | | | | 2,000 | \$2,000 |
| Debt Fees Allocated | 2,361 general | | | | | | 2,361 | \$2,361 |
| Consulting Services-BU Mgr | 25,690 general | | | | | | 25,690 | \$25,690 |
| General Counsel-BU Mgr | 213 general | | | | | | 213 | \$213 |
| Security Assessment | 0 | | | | | | | \$0 |
| Legal/Regulatory Services-BU Mgr | 341 general | | | | | | 341 | \$341 |
| NCPA Safety Committee | 0 | | | | | | | \$0 |
| Noise Abatement Consultant | 0 | | | | | | | \$0 |
| 30,605 | | 0 | 0 | 0 | 0 | 0 | 30,605 | 30,605 |

| | | | | | | | | |
|-----------------------------------|------------------------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Property & Liability Insurance | 191,856 property value | 43,762 | 35,330 | 35,330 | 35,330 | 35,330 | 6,773 | 191,856 |
| Regulatory Expenses | 73,500 prorata | 14,700 | 14,700 | 14,700 | 14,700 | 14,700 | | 73,500 |
| Miscellaneous Expenses | 14,700 general | | | | | | 14,700 | 14,700 |
| Office Supplies & Misc Expenses | 0 | | | | | | | - |
| Occupancy Cost - Main HQ Building | 9,555 general | | | | | | 9,555 | 9,555 |
| \$289,611 | | \$58,462 | \$50,030 | \$50,030 | \$50,030 | \$50,030 | \$31,028 | \$289,611 |

Debt Service

| | | | | | | | | |
|--------------------|-------------------|------------------|------------------|------------------|------------------|------------------|------------|--------------------|
| Interest | \$595,375 prorata | \$119,075 | \$119,075 | \$119,075 | \$119,075 | \$119,075 | \$0 | \$595,375 |
| Principal | 3,670,417 prorata | \$734,083 | \$734,083 | \$734,083 | \$734,083 | \$734,083 | \$0 | \$3,670,417 |
| \$4,265,792 | | \$853,158 | \$853,158 | \$853,158 | \$853,158 | \$853,158 | \$0 | \$4,265,792 |

Administrative & General (Allocated)

| | | | | | | | | | |
|------------------|-----------|-------|-----------------|-----------------|-----------------|-----------------|-----------------|-----------------|------------------|
| Administrative | \$208,501 | 6.57% | 33,989 | 31,957 | 38,525 | 47,112 | 47,112 | 9,806 | \$208,501 |
| General | 104,257 | 3.28% | 16,995 | 15,980 | 19,264 | 23,558 | 23,558 | 4,903 | \$104,257 |
| \$312,758 | | | \$50,984 | \$47,937 | \$57,789 | \$70,670 | \$70,670 | \$14,709 | \$312,758 |

Note: General costs are spread evenly among units

Northern California Power Agency
Combustion Turbine No. One
Comparative Annual Operating Cost Summary Report

Schedule 2(e)

| 2008 Adopted | By Unit | Lodi | Alameda 1 | Alameda 2 | Roseville 1 | Roseville 2 | General | Total |
|--------------|------------|--------|-----------|-----------|-------------|-------------|---------|--------|
| Budget | Mwh Output | 20% | 20% | 20% | 20% | 20% | | 100% |
| | | 11.115 | 12.116 | 20.493 | 26.67 | 26.67 | | 97.064 |

SUMMARY

Participant's Shares:

| Units | % | Revised 2008 | Original 2008 | Difference |
|---------------|----------|--------------|---------------|-------------|
| Alameda | | | | |
| Lodi, Alameda | 21.820% | \$1,053,492 | \$ 1,137,939 | \$ (84,447) |
| Biggs | | | | |
| Lodi, Alameda | 0.197% | 9,495 | 10,430 | (935) |
| Gridley | | | | |
| Lodi, Alameda | 0.350% | 16,898 | 18,514 | (1,616) |
| Healdsburg | | | | |
| Lodi, Alameda | 5.833% | 281,639 | 304,215 | (22,576) |
| Lodi | | | | |
| Lodi, Alameda | 13.393% | 646,644 | 3,023,030 | (2,376,386) |
| Lompoc | | | | |
| Lodi, Alameda | 5.833% | 281,639 | 304,215 | (22,576) |
| Plumas Sierra | | | | |
| Lodi, Alameda | 1.817% | 87,711 | 94,741 | (7,030) |
| Roseville | | | | |
| Roseville | 100.000% | 3,863,761 | 1,151,759 | 2,712,002 |
| Santa Clara | | | | |
| Lodi, Alameda | 41.667% | 2,011,709 | 2,172,966 | (161,257) |
| Ukiah | | | | |
| Lodi, Alameda | 9.090% | 438,874 | 474,054 | (35,180) |
| | 200.000% | \$8,691,862 | \$8,691,863 | (\$1) |

EXECUTION COPY

Note: General costs are spread evenly among units

SCHEDULE 2(i)

Preliminary Title Report for the Roseville Facility

PLACER TITLE COMPANY

Preliminary Report

Issued By:

Order No. 110-5372

PLACER TITLE COMPANY
1512 EUREKA ROAD, #120
ROSEVILLE, CA 95661
Escrow Officer: Sue Weaver
Phone: 916-782-3711
Fax: 916-774-0586
Escrow Officer Email: sweaver@placertitle.com
Email Loan Docs To: 110edocs@placertitle.com

Customer Reference:

Property Address: APN: 017-061-037, ROCKLIN, CA 95765

In response to the above referenced application for a policy of title insurance, PLACER TITLE COMPANY hereby reports that it is prepared to issue, or cause to be issued, through one of its authorized underwriters, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in the attached. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in the attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

PLEASE READ THE EXCEPTIONS SHOWN OR REFERRED TO BELOW AND THE EXCEPTIONS AND EXCLUSIONS SET FORTH IN THE ATTACHED CAREFULLY. THE EXCEPTIONS AND EXCLUSIONS ARE MEANT TO PROVIDE YOU WITH NOTICE OF MATTERS WHICH ARE NOT COVERED UNDER THE TERMS OF TITLE INSURANCE POLICY AND SHOULD BE CAREFULLY CONSIDERED.

IT IS IMPORTANT TO NOTE THAT THIS PRELIMINARY REPORT IS NOT A WRITTEN REPRESENTATION AS TO THE CONDITION OF TITLE AND MAY NOT LIST ALL LIENS, DEFECTS AND ENCUMBRANCES AFFECTING TITLE TO THE LAND.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of July 12, 2007 at 7:30 a.m.

Title Officer: Kevin Kormylo

Order No. 110-5372

The form of policy of title insurance contemplated by this report is:

2006 ALTA Owners Standard Coverage Policy (6/17/06)

The estate or interest in the land hereinafter described or referred to covered by this Report is:

A FEE A TO PARCEL ONE AND AN EASEMENT AS TO PARCEL TWO

Title to said estate or interest at the date hereof is vested in:

NORTHERN CALIFORNIA POWER AGENCY, BY DEED WHICH RECITES, "A CALIFORNIA CORPORATION"

The land referred to herein is described as follows:

SEE EXHIBIT "A" ATTACHED

PRELIM. A

CLTA Preliminary Report

EXECUTION COPY

EXHIBIT "A"
LEGAL DESCRIPTION

THE LAND DESCRIBED HEREIN IS SITUATED IN THE STATE OF CALIFORNIA, COUNTY OF PLACER, UNINCORPORATED AREA, AND IS DESCRIBED AS FOLLOWS:

PARCEL ONE:

ALL THAT PORTION OF THE SOUTHEAST ONE-QUARTER OF SECTION 8, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B.&M., DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE NORTHEASTERLY RIGHT-OF-WAY LINE OF THAT CERTAIN 75 FOOT-WIDE EASEMENT GRANTED TO PACIFIC GAS AND ELECTRIC COMPANY, RECORDED IN BOOK 738, AT PAGE 426, OFFICIAL RECORDS OF PLACER COUNTY, AND THE SOUTHERLY LINE OF THE SOUTHEAST ONE-QUARTER OF SAID SECTION 8, AS SAID SECTION LINE IS SHOWN ON THAT CERTAIN PARCEL MAP FILED IN BOOK 20 OF PARCEL MAP, AT PAGE 126, PLACER COUNTY RECORDS, SAID INTERSECTION BEARS SOUTH 89 DEGREES 28 MINUTES 12 SECONDS WEST 758.88 FEET FROM THE SOUTHEASTERLY CORNER OF SAID SECTION 8; THENCE, FROM SAID POINT OF BEGINNING, ALONG THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SAID PACIFIC GAS AND ELECTRIC COMPANY EASEMENT, NORTH 48 DEGREES 04 MINUTES 37 SECONDS WEST 180.00 FEET; THENCE, NORTH 33 DEGREES 40 MINUTES 43 SECONDS EAST 373.86 FEET; THENCE, SOUTH 48 DEGREES 04 MINUTES 37 SECONDS EAST 233.61 FEET; THENCE, SOUTH 41 DEGREES 55 MINUTES 23 SECONDS WEST 370.00 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS, MINERALS, HYDROCARBONS AND KINDRED SUBSTANCES LYING BELOW A DEPTH OF 500 FEET, AS CONVEYED TO NATIONAL RESOURCES EQUITIES CORPORATION BY DEED RECORDED NOVEMBER 10, 1969, IN BOOK 1269 OFFICIAL RECORDS, AT PAGE 62, PLACER COUNTY RECORDS.

APN: 017-060-086

PARCEL TWO:

AN EASEMENT FOR INGRESS, EGRESS AND PUBLIC UTILITIES, OVER, UNDER AND ACROSS A STRIP OF LAND THE UNIFORM WIDTH OF THIRTY (30.00) FEET, SITUATE IN SECTION 8 AND SECTION 9, TOWNSHIP 11 NORTH, RANGE 6 EAST, M.D.B.&M., THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

BEGINNING AT THE INTERSECTION OF THE CENTERLINE OF SUNSET BOULEVARD, A PUBLIC STREET, WITH THE WESTERLY BOUNDARY OF SUNSET BUSINESS PARK UNIT NO. 1 AS SHOWN ON THE OFFICIAL MAP THEREOF, FILED IN BOOK 9 OF PARCEL MAPS, PAGE 25, PLACER COUNTY RECORDS, SAID INTERSECTION BEARS NORTH 81 DEGREES 16 MINUTES 59 SECONDS WEST 55.73 FEET FROM THE INTERSECTION OF THE CENTERLINES OF DULUTH AVENUE AND SAID SUNSET BOULEVARD; THENCE, FROM SAID POINT OF BEGINNING AND ALONG THE WESTERLY EXTENSION OF THE CENTERLINE OF SAID SUNSET BOULEVARD, NORTHWESTERLY ALONG THE ARC OF A CURVE TO THE RIGHT, CONCAVE NORTHEASTERLY HAVING A RADIUS OF 4000.00 FEET AND BEING SUBTENDED BY A CHORD BEARING NORTH 70 DEGREES 40 MINUTES 41 SECONDS WEST 1417.48 FEET; THENCE, SOUTH 33 DEGREES 23 MINUTES 12 SECONDS WEST 440.92 FEET TO A POINT ON THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED HEREIN AND THE POINT OF TERMINATION OF THE

EXHIBIT "A"
LEGAL DESCRIPTION continued

EASEMENT DESCRIBED HEREIN, SAID POINT BEARS SOUTH 48 DEGREES 04 MINUTES 37 SECONDS EAST 15.17 FEET FROM THE MOST NORTHERLY CORNER OF SAID PARCEL OF LAND.

THE SIDELINES OF SAID STRIP OF LAND TO BE LENGTHENED OR SHORTENED TO TERMINATE IN THE NORTHEASTERLY LINE OF THE PARCEL OF LAND DESCRIBED HEREIN AND IN THE WESTERLY BOUNDARY OF SAID SUNSET BUSINESS PARK UNIT NO. 1.

EXCEPTIONS

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. TAXES, SPECIAL AND GENERAL, ASSESSMENT DISTRICTS AND SERVICE AREAS FOR THE FISCAL YEAR 2007-2008, A LIEN, NOT YET DUE OR PAYABLE.
2. TAXES FOR THE FISCAL YEAR 2006-2007 ARE NOT ASSESSED.

APN: 017-061-037

3. THE LIEN OF SUPPLEMENTAL TAXES, IF ANY, ASSESSED PURSUANT TO THE PROVISIONS OF CHAPTER 3.5, (COMMENCING WITH SECTION 75) OF THE REVENUE AND TAXATION CODE, OF THE STATE OF CALIFORNIA.
4. ANY DEFECT OR INVALIDITY OF THE TITLE OF THE VESTEE HEREIN IN THE EVENT IT WAS NOT AN ENTITY CAPABLE OF ACQUIRING TITLE ON THE DATE OF ACQUISITION.

*** NOTE: THIS TRANSACTION IS NOT ELIGIBLE FOR THE SHORT TERM RATE.

*** CHAIN OF TITLE REPORT:

ACCORDING TO THE PUBLIC RECORDS, NO DEEDS CONVEYING THE PROPERTY DESCRIBED IN THIS REPORT HAVE BEEN RECORDED WITHIN A PERIOD OF 2 YEARS PRIOR TO THE DATE OF THIS REPORT, EXCEPT AS SHOWN HEREIN:

NONE

*** CANCELLATION NOTE:

THIS REPORT IS SUBJECT TO A MINIMUM CANCELLATION CHARGE OF \$400.00 AS REQUIRED BY SECTION 12404 OF INSURANCE CODE AND RULE 2 OF BULLETIN NO. NS-35E.

LENDER'S NOTE:

APPROVAL FOR THE ISSUANCE OF THE 1970 ALTA LENDER'S POLICY FORM MUST BE REQUESTED AND APPROVED PRIOR TO CLOSE OF ESCROW. ALL OTHER FORMS OF FULL COVERAGE LOAN POLICIES THAT ARE AUTHORIZED TO BE ISSUED ARE THE 1992 AND 2006 POLICIES.

BUYER'S NOTE:

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
3. Any rights, interests or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

CLTA PRELIMINARY REPORT FORM
LIST OF PRINTED EXCEPTIONS AND EXCLUSIONS
(Revised 06/17/06)

CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

EXCEPTIONS FROM COVERAGE
SCHEDULE B, PART I

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

CLTA HOMEOWNER'S POLICY OF TITLE INSURANCE (10-22-03)
ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE
EXCLUSIONS

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes ordinances, laws and regulations concerning: a. building; b. zoning; c. Land use; d. improvements on the Land; e. Land division; f. environmental protection
This Exclusion does not apply to violations or the enforcement of these matters if notice of the violation or enforcement appears in the Public Records at the Policy Date.
This Exclusion does not limit the coverage described in Covered Risk 14, 15, 16, 17 or 24.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at the Policy Date.
3. The right to take the Land by condemning it, unless: a. a notice of exercising the right appears in the Public Records at the Policy Date; or b. the taking happened before the Policy Date and is binding on You if You bought the Land without Knowing of the taking.
4. Risks: a. that are created, allowed, or agreed to by You, whether or not they appear in the Public Records; b. that are Known to You at the Policy Date, but not to Us, unless they appear in the Public Records at the Policy Date; c. that result in no loss to You; or d. that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.d, 22, 23, 24 or 25.
5. Failure to pay value for Your Title.
6. Lack of a right: a. to any Land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b. in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 18.

LIMITATIONS ON COVERED RISKS

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- * For Covered Risk 14, 15, 16 and 18, Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

| | Your Deductible Amount | Our Maximum Dollar Limit of Liability |
|------------------|--|--|
| Covered Risk 14: | 1% of Policy Amount or \$2,500.00 (whichever is less) | \$ 10,000.00 |
| Covered Risk 15: | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 16: | 1% of Policy Amount or \$5,000.00 (whichever is less) | \$ 25,000.00 |
| Covered Risk 18: | 1% of Policy Amount or \$2,500.00 (whichever is less) | \$ 5,000.00 |

AMERICAN LAND TITLE ASSOCIATION
RESIDENTIAL TITLE INSURANCE POLICY (6-1-87)
EXCLUSIONS

In addition to the Exceptions in Schedule B, you are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of any law or government regulation. This includes building and zoning ordinances and also laws and regulations concerning:
* Land use * Improvements on the land * Land division * Environmental protection
This exclusion does not apply to violations or the enforcement of these matters which appear in the public records at Policy Date.
This exclusion does not limit the zoning coverage described in Items 12 and 13 of Covered Title Risks.
2. The right to take the land by condemning it, unless:
* a notice of exercising the right appears in the public records
* on the Policy Date
* the taking happened prior to the Policy Date and is binding on you if you bought the land without knowing of the taking
3. Title Risks:
* that are created, allowed, or agreed to by you
* that are known to you, but not to us, on the Policy Date -- unless they appeared in the public records
* that result in no loss to you
* that first affect your title after the Policy Date -- this does not limit the labor and material lien coverage in Item 8 of Covered Title Risks
4. Failure to pay value for your title.
5. Lack of a right:
* to any land outside the area specifically described and referred to in Item 3 of Schedule A
OR
* in streets, alleys, or waterways that touch your land

This exclusion does not limit the access coverage in Item 5 of Covered Title Risks.

AMERICAN LAND TITLE ASSOCIATION LOAN POLICY (10-17-92)
WITH ALTA ENDORSEMENT - FORM 1 COVERAGE
EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
(a) created, suffered, assumed or agreed to by the insured claimant;
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
(c) resulting in no loss or damage to the insured claimant;

- (d) attaching or created subsequent to Date of Policy (except to the extent that this policy insures the priority of the lien of the insured mortgage over any statutory lien for services, labor or material or to the extent insurance is afforded herein as to assessments for street improvements under construction or completed at Date of Policy); or
- (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage.
- 4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the land is situated.
- 5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
- 6. Any statutory lien for services, labor or materials (or the claim of priority of any statutory lien for services, labor or materials over the lien of the insured mortgage) arising from an improvement or work related to the land which is contracted for and commenced subsequent to Date of Policy and is not financed in whole or in part by proceeds of the indebtedness secured by the insured mortgage which at Date of Policy the insured has advanced or is obligated to advance.
- 7. Any claim, which arises out of the transaction creating the interest of the mortgagee insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the interest of the insured mortgagee being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the subordination of the interest of the insured mortgagee as a result of the application of the doctrine or equitable subordination; or
 - (iii) the transaction creating the interest of the insured mortgagee being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

- 1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
- 2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
- 3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
- 4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
- 5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA LOAN POLICY (06/17/06) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

- 1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;

- (iii) the subdivision of land; or
- (iv) environmental protection;

or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.

(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.

2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
 - (a) a fraudulent conveyance or fraudulent transfer, or
 - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

AMERICAN LAND TITLE ASSOCIATION OWNER'S POLICY (10/17/92)

EXCLUSIONS FROM COVERAGE

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting

from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the insured claimant;
 - (b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;
 - (c) resulting in no loss or damage to the insured claimant;
 - (d) attaching or created subsequent to Date of Policy; or
 - (e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the estate or interest insured by this policy.
4. Any claim, which arises out of the transaction vesting in the insured the estate or interest insured by this policy, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that is based on:
 - (i) the transaction creating the estate or interest insured by this policy being deemed a fraudulent conveyance or fraudulent transfer; or
 - (ii) the transaction creating the estate or interest insured by this policy being deemed a preferential transfer except where the preferential transfer results from the failure:
 - (a) to timely record the instrument of transfer; or
 - (b) of such recordation to impart notice to a purchaser for value or a judgement or lien creditor.

The above policy forms may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage Policy will also include the following General Exceptions:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.

2006 ALTA OWNER'S POLICY (06/17/06)

EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
 - (i) the occupancy, use, or enjoyment of the Land;
 - (ii) the character, dimensions, or location of any improvement erected on the Land;
 - (iii) the subdivision of land; or
 - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.
- (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims, or other matters
 - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
 - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
 - (a) a fraudulent conveyance or fraudulent transfer; or
 - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

EXCEPTIONS FROM COVERAGE

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) that arise by reason of:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.

ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (10/13/01) EXCLUSIONS FROM COVERAGE

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building and zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating to (i) the occupancy, use, or enjoyment of the Land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the Land; (iii) a separation in ownership or a change in the dimensions or areas of the Land or any parcel of which the Land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.
- (b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or a notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the Land has been recorded in the Public Records at Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 12, 13, 14, and 16 of this policy.

2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the Public Records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without Knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:
 - (a) created, suffered, assumed or agreed to by the Insured Claimant;
 - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
 - (c) resulting in no loss or damage to the Insured Claimant;
 - (d) attaching or created subsequent to Date of Policy (this paragraph does not limit the coverage provided under Covered Risks 8, 16, 18, 19, 20, 21, 22, 23, 24, 25 and 26); or
 - (e) resulting in loss or damage which would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of the Insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with applicable doing business laws of the state in which the Land is situated.
5. Invalidity or unenforceability of the lien of the Insured Mortgage, or claim thereof, which arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, except as provided in Covered Risk 27, or any consumer credit protection or truth in lending law.
6. Real property taxes or assessments of any governmental authority which become a lien on the Land subsequent to Date of Policy. This exclusion does not limit the coverage provided under Covered Risks 7, 8(e) and 26.
7. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This exclusion does not limit the coverage provided in Covered Risk 8.
8. Lack of priority of the lien of the Insured Mortgage as to each and every advance made after Date of Policy, and all interest charged thereon, over liens, encumbrances and other matters affecting the title, the existence of which are Known to the Insured at:
 - (a) The time of the advance; or
 - (b) The time a modification is made to the terms of the Insured Mortgage which changes the rate of interest charged, if the rate of Interest is greater as a result of the modification than it would have been before the modification. This exclusion does not limit the coverage provided in Covered Risk 8.
9. The failure of the residential structure, or any portion thereof to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This exclusion does not apply to violations of building codes if notice of the violation appears in the Public Records at Date of Policy.

**NOTICE
FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000
and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service
Philadelphia Service Center
P.O. Box 21086
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

CALIFORNIA WITHHOLDING

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
 - A. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
 - B. The seller is (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
 - C. The seller has a loss or zero gain for California income tax purposes on this sale; or
 - D. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
 - E. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
 - F. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes that is either qualified through the California Secretary of State or has a permanent place of Business in California; or
 - G. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
 - H. The seller is a tax-exempt entity under either California or federal law; or
 - I. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
 - J. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
 - K. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
 - L. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

NOTICE
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE

Unless you elect otherwise (as described below), all funds received by PLACER TITLE COMPANY (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$30.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest bearing account (with an accompanying charge of \$30.00), please mark below, sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

☐ PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST-BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$30.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

Signature

Social Security Number

Date

Signature

Social Security Number

Date

PRIVACY POLICY NOTICE

Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of:

Commonwealth Land Title Insurance Company
Fidelity National Title Insurance Company
First American Title Insurance Company
First American Title Insurance Company of New York
Lawyers Title Insurance Corporation
Montana Title and Escrow Company
National Closing Solutions
National Closing Solutions of Alabama, LLC
NCS Exchange Professionals
North Idaho Title Insurance Company
Old Republic National Title Insurance Company

Placer Title Company
Placer Title Insurance Agency of Utah
Stewart Title Guaranty Company
Stewart Title Insurance Company
Targhee National Title
The Sterling Title Company
Ticor Title Insurance Company
Transnation Title Insurance Company
United General Title Insurance Company
Westcor Land Title Insurance Company
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- * Information we receive from you, such as on applications or other forms.
- * Information about your transactions we secure from our files, our affiliates or others.
- * Information we receive from a consumer reporting agency.
- * Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- * Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- * Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

SCHEDULE 3(b-1)

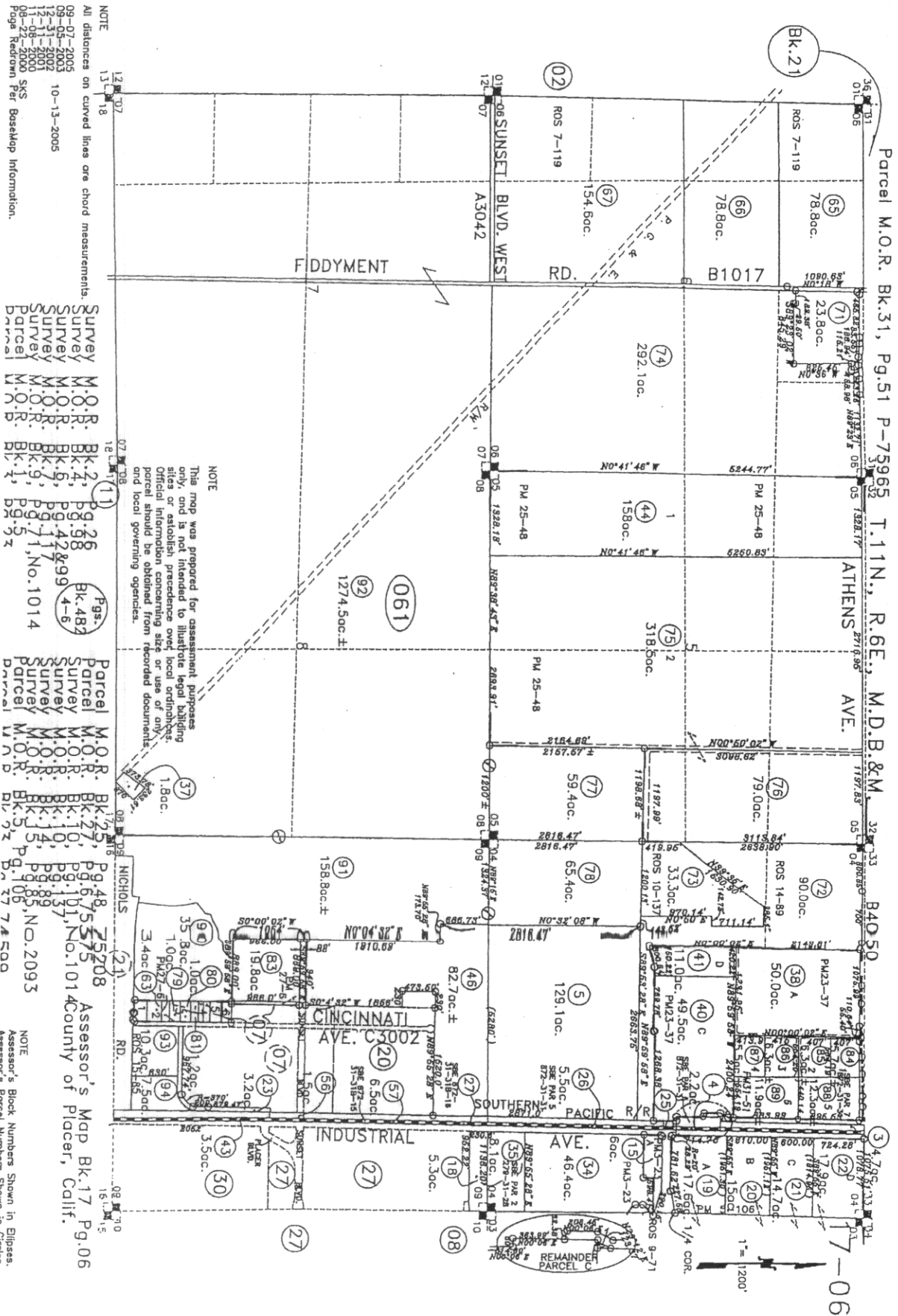
Description of Roseville Facility

1. Site Description

The Roseville site is about 1.8 acres of flat land located in an industrial area adjacent to Roseville identified as the County of Placer Assessors parcel number **017-061-037**. The boundary of a large residential development lies about 600 meters to the southwest. The street address is 2155 Nichols Street, Rocklin, California. The site has electrical and natural gas connections. The site contains a control center, parts warehouse and maintenance building as well as the power plant.

2. Equipment Description

The site contains two General Electric frame 5 combustion turbine units and generators, including ancillary equipment, associated switchgear and interconnection facilities, and an above ground diesel fuel storage tank. Primary fuel supply is natural gas, delivered to the units over PG&E's natural gas distribution system. Secondary fuel is diesel.



SCHEDULE 3(c)(ii)

Disclosures

NONE

SCHEDULE 3(d-1)

Description of Alameda and Lodi Facilities

The Alameda and Lodi Facilities contain three General Electric frame 5 combustion turbine units. Two of the units are located in Alameda and one is located in Lodi. The facilities include the land, combustion turbines, generating equipment, associated switchgear and interconnection facilities, and aboveground fuel tanks. The plants are interconnected to the distribution systems of the host Cities.

Primary fuel supply is delivered to the units over PG&E's natural gas distribution system. Secondary fuel is diesel and is stored on site.

The street address for the Lodi CT is 2131 West Turner Road, Lodi, CA 95240

The street address for the Alameda CT is 2900 Main Street, Alameda, CA 94501

Schedule 3(d-2)

Legal Description and Parcel Map for Alameda Facility

May 31, 1985

Job No. 84176

PARCEL J

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in map Book 25 pages 74 to 78 inclusive, Alameda County Records, further described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North 0°33'53" East, 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet through an angle of 21°41'23", a distance of 361.89 feet; and thence North 89°28'53" East 170.00 feet to the actual Point of Beginning of the parcel of land herein described; thence from said actual Point of Beginning North 0°31'07" West 140.00 feet; thence North 89°28'53" East 430.00 feet, thence South 0°31'07" East 140.00 feet; and thence South 89°28'53" West 430.00 feet to the actual Point of Description.

EXECUTION COPY

May 31, 1985

Job No. 84176

PARCEL 2

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North 0°33'53" East 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of 32°48'41", for an arc distance of 547.11 feet to the actual Point of Beginning of the parcel of land herein described; thence from said actual Point of Beginning continuing along the last named curve to the right with a radius of 955.366 feet, through an angle of 2°11'45", for an arc distance of 36.61 feet; thence North 89°28'53" East 297.18 feet; thence South 0°31'07" East 53.00 feet to a point in the northerly line of Parcel 1, hereto attached; thence along said northerly line South 89°28'53" West 30.00 feet; thence leaving said northerly line North 0°31'07" West 23.00 feet; thence South 89°28'53" West 288.17 feet to the actual Point of Beginning.

EXECUTION COPY

May 31, 1985

Job No. 84176

PARCEL 3

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North $0^{\circ}33'53''$ East 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of $21^{\circ}41'23''$, for an arc distance of 361.89 feet to the actual Point of Beginning continuing along the last named curve to the right with a radius of 955.366, through an angle of $4^{\circ}37'04''$, for an arc distance of 77.00 feet; thence North $62^{\circ}23'33''$ East 154.32 feet to the northwest corner of Parcel 1, hereto attached; thence along the westerly line of said Parcel 1 South $0^{\circ}31'07''$ East 140.00 feet; thence South $89^{\circ}28'53''$ West 170.00 feet to the actual Point of Beginning.

May 31, 1985

Job No. 84176

PARCEL 4

LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

A strip of land having a uniform width of ten feet, the easterly line of which is described as follows:

BEGINNING at the northeast corner of Parcel 1, attached hereto: thence from said Point of Beginning North 0°31'07" West 403.56 feet to the southerly line of the railroad right-of-way.

The westerly line of said strip shall be shortened to terminate at said southerly line.

May 31, 1985

Job No. 84176

PARCEL 5

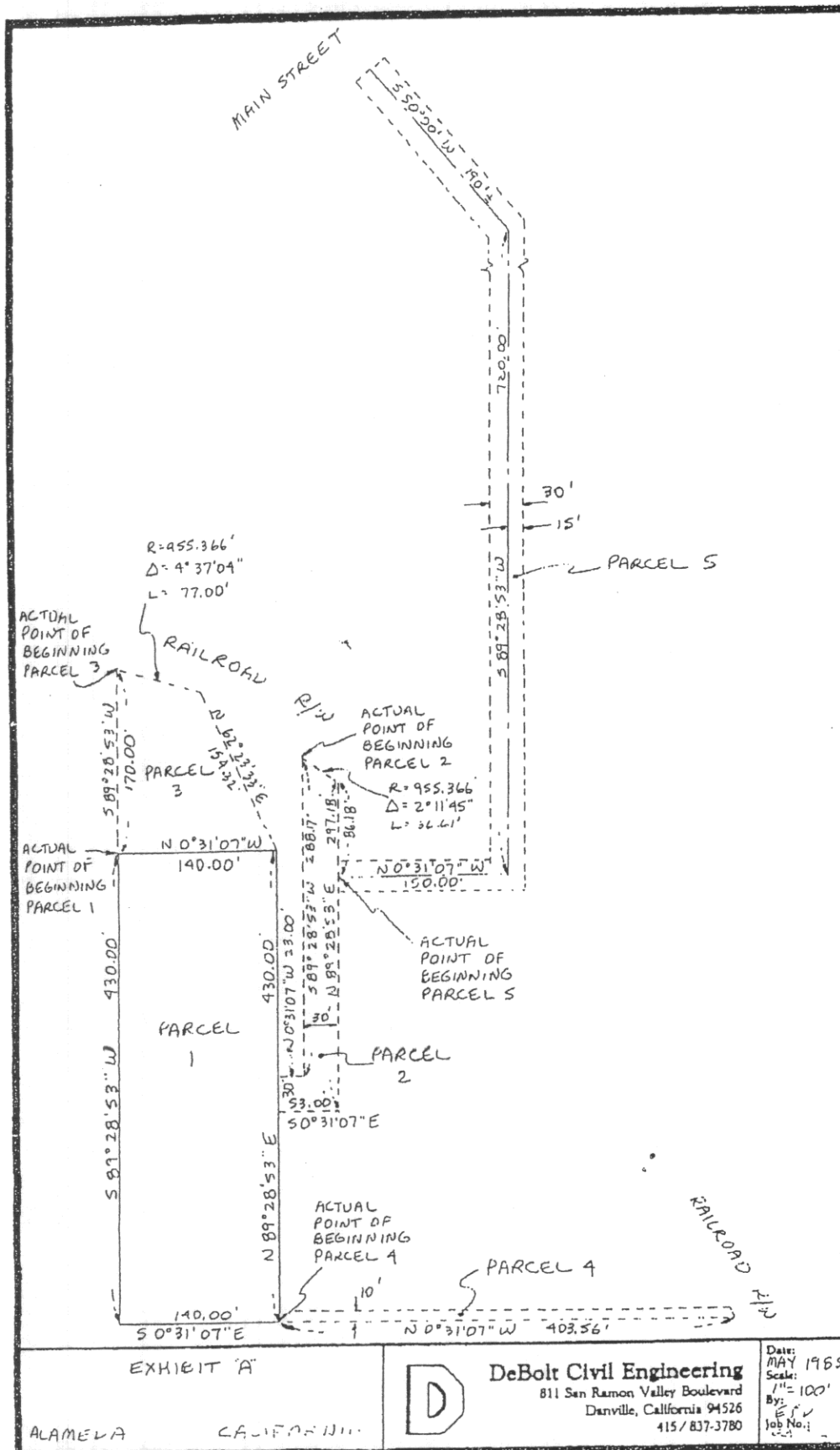
LEGAL DESCRIPTION

All that certain real property situate in the City of Alameda, County of Alameda, State of California, described as follows:

Portion of Tract 40 as said Tract is shown on the "Map of Alameda Marsh Land," filed July 30, 1900, in Map Book 25, pages 74 to 78 inclusive, Alameda County Records, further described as follows:

A strip of land having a uniform width of thirty feet, the centerline of which is described as follows:

COMMENCING at a point on the western line of Tract 39, distant thereon North 0°33'53" East 2,910.61 feet from the southwestern corner of said Tract 39; thence northerly tangent with the last named course on a curve to the right, with a radius of 955.366 feet, through an angle of 35°00'26", for an arc distance of 583.72 feet; and thence North 89°28'53" East 86.18 feet to the actual Point of Beginning of the parcel of land herein described; thence from said actual Point of Beginning North 0°31'07" West 150.00 feet; thence South 89°28'53" West 720.00 feet; thence South 50°00' West 190 feet, more or less, to the northeasterly line of Main Street.



EXECUTION COPY

Schedule 3(d-3)

Legal Description and Parcel Map for the Lodi Facility



TICOR TITLE INSURANCE

Address: 345 North El Dorado, Stockton, CA 95202 Telephone: (209) 948-2732

Northern California Power Agency
180 Cirby Way
Roseville, California 95678
Attn: David H. Duke

DATE April 29, 1985
ESCROW No. 251928
LOAN No. _____
REFERENCE _____

In connection with the above transaction, we enclose:

- ☒ Policy of Title Insurance CLTA OWNER IN THE SUM OF \$11,440.00 (original)
- ☐ Escrow closing statement
- ☐ Our Check No. _____ in the amount of \$ _____
- ☐ Deed from _____
- ☐ Original—Copy Note for \$ _____ made by _____
in favor of _____
- ☐ Fire Policy No. _____ issued by _____
Amount \$ _____ Expiration date. _____
- ☐ Copy of recorded document which you requested
- ☐ Tax Statement
- ☐ Covenants, Conditions and Restrictions
- ☐
- ☐
- ☐

REC'D APR 29

Any recorded documents to which you are entitled will be forwarded.

Thank you for giving us the opportunity of serving you.

TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By Evelyn Firpo, Title Officer/cc

EXECUTION COPY



Policy of Title Insurance

SUBJECT TO SCHEDULE B AND THE CONDITIONS AND STIPULATIONS HEREOF. TICOR TITLE INSURANCE COMPANY OF CALIFORNIA, a California corporation, herein called the Company, insures the insured, as of Date of Policy shown in Schedule A, against loss or damage, not exceeding the amount of insurance stated in Schedule A, and costs attorneys' fees and expenses which the Company may become obligated to pay hereunder, sustained or incurred by said insured by reason of

1. Title to the estate or interest described in Schedule A being vested other than as stated therein;
 2. Any defect in or lien or encumbrance on such title;
 3. Unmarketability of such title; or
 4. Any lack of the ordinary right of an abutting owner for access to at least one physically open street or highway if the land, in fact, abuts upon one or more such streets or highways;
- and in addition, as to an insured lender only;
5. Invalidity of the lien of the insured mortgage upon said estate or interest except to the extent that such invalidity, or claim thereof, arises out of the transaction evidenced by the insured mortgage and is based upon
 - a. usury, or
 - b. any consumer credit protection or truth in lending law;
 6. Priority of any lien or encumbrance over the lien of the insured mortgage, said mortgage being shown in Schedule B in the order of its priority; or
 7. Invalidity of any assignment of the insured mortgage, provided such assignment is shown in Schedule B

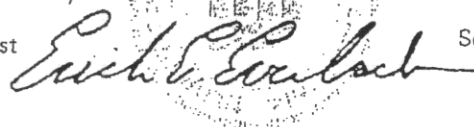
TICOR TITLE INSURANCE COMPANY OF CALIFORNIA

By



President

Attest



Secretary

EXECUTION COPY

8. Reduction of Insurance — Termination of Liability

All payments under this policy, except payment made for costs, attorneys' fees and expenses, shall reduce the amount of the insurance pro tanto; provided, however, if the owner of the indebtedness secured by the insured mortgage is an insured hereunder, then such payments, prior to the acquisition of title to said estate or interest as provided in paragraph 2(a) of these Conditions and Stipulations, shall not reduce pro tanto the amount of the insurance afforded hereunder as to any such insured, except to the extent that such payments reduce the amount of the indebtedness secured by such mortgage.

Payment in full by any person or voluntary satisfaction or release of the insured mortgage shall terminate all liability of the Company to an insured owner of the indebtedness secured by the insured mortgage, except as provided in paragraph 2(a) hereof.

9. Liability Noncumulative

It is expressly understood that the amount of insurance under this policy as to the insured owner of the estate or interest covered by this policy, shall be reduced by any amount the Company may pay under any policy insuring (a) among others shown or referred to in Schedule B hereof which is a lien on the estate or interest covered by this policy, or (b) a mortgage hereafter executed by an insured which is a charge or lien on the estate or interest described or referred to in Schedule A, and the amount so paid shall be deemed a payment under this policy. The Company shall have the option to apply to the payment of any such mortgage any amount that otherwise would be payable hereunder to the insured owner of the estate or interest covered by this policy and the amount so paid shall be deemed a payment under this policy to said insured owner.

The provisions of this paragraph 9 shall not apply to an owner of the indebtedness secured by the insured mortgage, unless such insured acquires title to said estate or interest in satisfaction of said indebtedness or any part thereof.

10. Subrogation Upon Payment or Settlement

Whenever the Company shall have paid or settled a claim under this policy, all right of subrogation shall vest in the Company unaffected by any act of the insured claimant, except that the owner of the indebtedness secured by the insured mortgage may release or substitute the personal liability of any debtor or guarantor or extend or otherwise modify the terms of payment, or release a portion of the estate or interest from the lien of the insured mortgage, or release any collateral security for the indebtedness, provided such act occurs prior to receipt by such insured of notice of any claim of title or interest adverse to the title to the estate or interest or the priority of the lien of the insured mortgage and does not result in any loss of

priority of the lien of the insured mortgage. The Company shall be subrogated to and be entitled to all rights and remedies which such insured claimant would have had against any person or property in respect to such claim had this policy not been issued, and the Company is hereby authorized and empowered to sue, compromise or settle in its name or in the name of the insured to the full extent of the loss sustained by the Company. If requested by the Company, the insured shall execute any and all documents to evidence the within subrogation. If the payment does not cover the loss of such insured claimant, the Company shall be subrogated to such rights and remedies in the proportion which said payment bears to the amount of said loss, but such subrogation shall be in subordination to an insured mortgage. If loss should result from any act of such insured claimant, such act shall not void this policy, but the Company, in that event, shall as to such insured claimant be required to pay only that part of any losses insured against hereunder which shall exceed the amount, if any, lost to the Company by reason of the impairment of the right of subrogation.

11. Liability Limited to this Policy

This instrument together with all endorsements and other instruments, if any, attached hereto by the Company is the entire policy and contract between the insured and the Company. Any claim of loss or damage, whether or not based on negligence, and which arises out of the status of the lien of the insured mortgage or out of the title to the estate or interest covered hereby, or any action asserting such claim, shall be restricted to the provisions and Conditions and Stipulations of this policy.

No amendment of or endorsement to this policy can be made except by writing endorsed hereon or attached hereto signed by either the President, a Vice President, the Secretary, an Assistant Secretary, or validating officer or authorized signatory of the Company.

No payment shall be made without producing this policy for endorsement of such payment unless the policy be lost or destroyed, in which case proof of such loss or destruction shall be furnished to the satisfaction of the Company.

12. Notices, Where Sent

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to its Principal Office, Claims Department, 6300 Wilshire Boulevard, P.O. Box 92792, Los Angeles, California 90009.

13. THE PREMIUM SPECIFIED IN SCHEDULE A IS THE ENTIRE CHARGE FOR TITLE SEARCH, TITLE EXAMINATION AND TITLE INSURANCE.

6300 Wilshire Boulevard
P.O. Box 92792
Los Angeles, CA 90009
(213) 852-6000

Ticor Title Insurance Company of California


**TICOR
TITLE**

(Conditions and Stipulations Continued from Reverse Side of Policy Face)

2. (a) Continuation of Insurance after Acquisition of Title by Insured Lender

If this policy insures the owner of the indebtedness secured by the Insured mortgage, this policy shall continue in force as of Date of Policy in favor of such insured who acquires all or any part of said estate or interest in the land described in Schedule C by foreclosure, trustee's sale, conveyance in lieu of foreclosure, or other legal manner which discharges the lien of the insured mortgage, and if such insured is a corporation, its transferee of the estate or interest so acquired, provided the transferee is the parent or wholly owned subsidiary of such Insured; and in favor of any governmental agency or instrumentality which acquires all or any part of the estate or interest pursuant to a contract of insurance or guaranty insuring or guaranteeing the indebtedness secured by the insured mortgage. After any such acquisition the amount of insurance hereunder, exclusive of costs, attorneys' fees and expenses which the Company may be obligated to pay, shall not exceed the least of:

- (i) the amount of insurance stated in Schedule A.
- (ii) the amount of the unpaid principal of the Indebtedness plus interest thereon, as determined under paragraph 6(a) (iii) hereof, expenses of foreclosure and amounts advanced to protect the lien of the insured mortgage and secured by said insured mortgage at the time of acquisition of such estate or interest in the land; or
- (iii) the amount paid by any governmental agency or instrumentality, if such agency or instrumentality is the insured claimant, in acquisition of such estate or interest in satisfaction of its Insurance contract or guaranty.

(b) Continuation of Insurance after Conveyance of Title

The coverage of this policy shall continue in force as of Date of Policy in favor of an insured so long as such insured retains an estate or interest in the land, or owns an indebtedness secured by a purchase money mortgage given by a purchaser from such insured, or so long as such insured shall have liability by reason of covenants of warranty made by such insured in any transfer or conveyance of such estate or interest; provided, however, this policy shall not continue in force in favor of any purchaser from such insured of either said estate or interest or the indebtedness secured by a purchase money mortgage given to such insured.

3. Defense and Prosecution of Actions—Notice of Claim to be Given by an Insured Claimant

(a) The Company, at its own cost and without undue delay, shall provide for the defense of an Insured in litigation to the extent that such litigation involves an alleged defect, lien, encumbrance or other matter insured against by this policy.

(b) The insured shall notify the Company promptly in writing (i) in case of any litigation as set forth in (a) above, (ii) in case knowledge shall come to an insured hereunder of any claim of title or interest which is adverse to the title to the estate or interest or the lien of the insured mortgage, as insured, and which might cause loss or damage for which the Company may be liable by virtue of this policy, or (iii) if title to the estate or interest or the lien of the insured mortgage, as insured, is rejected as unmarketable. If such prompt notice shall not be given to the Company, then as to such insured all liability of the Company shall cease and terminate in regard to the matter or matters for which such prompt notice is required; provided, however, that failure to notify shall in no case prejudice the rights of any such insured under this policy unless the Company shall be prejudiced by such failure and then only to the extent of such prejudice.

(c) The Company shall have the right at its own cost to institute and without undue delay prosecute any action or proceeding or to do any other act which in its opinion may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured; and the Company may take any appropriate action, whether or not it shall be liable under the terms of this policy, and shall not thereby concede liability or waive any provision of this policy.

(d) Whenever the Company shall have brought any action or interposed a defense as required or permitted by the provisions of this policy, the Company may pursue any such litigation to final determination by a court of competent jurisdiction and expressly reserves the right, in its sole discretion, to appeal from any adverse judgment or order.

(e) In all cases where this policy permits or requires the Company to prosecute or provide for the defense of any action or proceeding, the insured hereunder shall secure to the Company the right to so prosecute or provide defense in such action or proceeding, and all appeals therein, and permit the Company to use, at its option, the name of such insured for such purpose. Whenever requested by the Company, such insured shall give the Company, at the Company's expense, all reasonable aid (1) in any such action or proceeding in effecting settlement, securing evidence, obtaining

witnesses, or prosecuting or defending such action or proceeding, and (2) in any other act which in the opinion of the Company may be necessary or desirable to establish the title to the estate or interest or the lien of the insured mortgage, as insured, including but not limited to executing corrective or other documents.

4. Proof of Loss or Damage—Limitation of Action

In addition to the notices required under paragraph 3(b) of these Conditions and Stipulations, a proof of loss or damage, signed and sworn to by the insured claimant shall be furnished to the Company within 90 days after the insured claimant shall ascertain or determine the facts giving rise to such loss or damage. Such proof of loss or damage shall describe the defect in, or lien or encumbrance on the title, or other matter insured against by this policy which constitutes the basis of loss or damage, and, when appropriate, state the basis of calculating the amount of such loss or damage.

Should such proof of loss or damage fail to state facts sufficient to enable the Company to determine its liability hereunder, insured claimant, at the written request of the Company, shall furnish such additional information as may reasonably be necessary to make such determination.

No right of action shall accrue to insured claimant until 30 days after such proof of loss or damage shall have been furnished. Failure to furnish such proof of loss or damage shall terminate any liability of the Company under this policy as to such loss or damage.

5. Options to Pay or Otherwise Settle Claims and Options to Purchase Indebtedness

The Company shall have the option to pay or otherwise settle for or in the name of an Insured claimant any claim insured against, or to terminate all liability and obligations of the Company hereunder by paying or tendering payment of the amount of insurance under this policy together with any costs, attorneys' fees and expenses incurred up to the time of such payment or tender of payment by the Insured claimant and authorized by the Company. In case loss or damage is claimed under this policy by the owner of the indebtedness secured by the insured mortgage, the Company shall have the further option to purchase such indebtedness for the amount owing thereon together with all costs, attorneys' fees and expenses which the Company is obligated hereunder to pay. If the Company offers to purchase said indebtedness as herein provided, the owner of such indebtedness shall transfer and assign said indebtedness and the mortgage and any collateral securing the same to the Company upon payment therefor as herein provided. Upon such offer being made by the Company, all liability and obligations of the Company hereunder to the owner of the indebtedness secured by said insured mortgage, other than the obligation to purchase said indebtedness pursuant to this paragraph, are terminated.

6. Determination and Payment of Loss

(a) The liability of the Company under this policy shall in no case exceed the least of:

- (i) the actual loss of the insured claimant; or
- (ii) the amount of insurance stated in Schedule A, or, if applicable, the amount of insurance as defined in paragraph 2(a) hereof; or
- (iii) if this policy insures the owner of the indebtedness secured by the insured mortgage, and provided said owner is the insured claimant, the amount of the unpaid principal of said indebtedness, plus interest thereon, provided such amount shall not include any additional principal indebtedness created subsequent to Date of Policy, except as to amounts advanced to protect the lien of the insured mortgage and secured thereby.

(b) The Company will pay, in addition to any loss insured against by this policy, all costs imposed upon an insured in litigation carried on by the Company for such insured, and all costs, attorneys' fees and expenses in litigation carried on by such insured with the written authorization of the Company.

(c) When the amount of loss or damage has been definitely fixed in accordance with the conditions of this policy, the loss or damage shall be payable within 30 days thereafter.

7. Limitation of Liability

No claim shall arise or be maintainable under this policy (a) if the Company, after having received notice of an alleged defect, lien or encumbrance insured against hereunder, by litigation or otherwise, removes such defect, lien or encumbrance or establishes the title, or the lien of the insured mortgage, as insured, within a reasonable time after receipt of such notice; (b) in the event of litigation until there has been a final determination by a court of competent jurisdiction, and disposition of all appeals therefrom, adverse to the title or to the lien of the insured mortgage, as insured, as provided in paragraph 3 hereof, or (c) for liability voluntarily admitted or assumed by an insured without prior written consent of the Company.

(Conditions and Stipulations Continued and Concluded on Reverse Side of This Page)

EXECUTION COPY

Schedule B Part I

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.

Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.

3. Easements, liens or encumbrances, or claims thereof, which are not shown by the public records

4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.

5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water.

6. Any right, title, interest, estate or easement in land beyond the lines of the area specifically described or referred to in Schedule C, or in abutting streets, roads, avenues, alleys, lanes, ways or waterways, but nothing in this paragraph shall modify or limit the extent to which the ordinary right of an abutting owner for access to a physically open street or highway is insured by this policy.

7. Any law, ordinance or governmental regulation (including but not limited to building and zoning ordinances) restricting or regulating or prohibiting the occupancy, use or enjoyment of the land, or regulating the character, dimensions or location of any improvement now or hereafter erected on the land, or prohibiting a separation in ownership or a reduction in the dimensions or area of the land, or the effect of any violation of any such law, ordinance or governmental regulation.

8. Rights of eminent domain or governmental rights of police power unless notice of the exercise of such rights appears in the public records.

9. Defects, liens, encumbrances, adverse claims, or other matters (a) created, suffered, assumed or agreed to by the insured claimant; (b) not shown by the public records and not otherwise excluded from coverage but known to the insured claimant either at Date of Policy or at the date such claimant acquired an estate or interest insured by this policy or acquired the insured mortgage and not disclosed in writing by the insured claimant to the Company prior to the date such insured claimant became an insured hereunder; (c) resulting in no loss or damage to the insured claimant; (d) attaching or created subsequent to Date of Policy; or (e) resulting in loss or damage which would not have been sustained if the insured claimant had been a purchaser or encumbrancer for value without knowledge.

10. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by making inquiry of the lessors in the lease or leases described or referred to in Schedule A.

11. The effect of any failure to comply with the terms, covenants and conditions of the lease or leases described or referred to in Schedule A.

Conditions and Stipulations

1. Definition of Terms

The following terms when used in this policy mean:

(a) "insured": the insured named in Schedule A, and, subject to any rights or defenses the Company may have had against the named insured, those who succeed to the interest of such insured by operation of law as distinguished from purchase including, but not limited to, heirs, distributees, devisees, survivors, personal representatives, next of kin, or corporate or fiduciary successors. The term "insured" also includes (i) the owner of the indebtedness secured by the insured mortgage and each successor in ownership of such indebtedness (reserving, however, all rights and defenses as to any such successor who acquires the indebtedness by operation of law as described in the first sentence of this subparagraph (a) that the Company would have had against the successor's transferor), and further includes (ii) any governmental agency or instrumentality which is an insurer or guarantor under an insurance contract or guaranty insuring or guaranteeing said indebtedness, or any part thereof, whether named as an insured herein or not, and (iii) the parties designated in paragraph 2(a) of

these Conditions and Stipulations.

(b) "insured claimant": an insured claiming loss or damage hereunder

(c) "insured lender": the owner of an insured mortgage

(d) "insured mortgage": a mortgage shown in Schedule B, the owner of which is named as an insured in Schedule A.

(e) "knowledge": actual knowledge, not constructive knowledge or notice which may be imputed to an insured by reason of any public records

(f) "land": the land described specifically or by reference in Schedule C, and improvements affixed thereto which by law constitute real property, provided, however, the term "land" does not include any area excluded by paragraph 6 of Part I of Schedule B of this Policy.

(g) "mortgage": mortgage, deed of trust, trust deed, or other security instrument.

(h) "public records": those records which by law impart constructive notice of matters relating to the land.

Conditions and Stipulations Continued on the Inside of the Last Page of This Policy

S C H E D U L E A

Policy No:
251928

Date of Policy:
March 20, 1985 @ 8:00 a.m.

Amount of Insurance:
\$11,400.00

Premium:
\$200.00

1. Name of Insured:
 NORTHERN CALIFORNIA POWER AGENCY
2. The estate or interest referred to herein is at Date of Policy
 vested in:
 NORTHERN CALIFORNIA POWER AGENCY
3. The estate or interest in the land described in Schedule C and
 which is covered by this policy is a fee.

S C H E D U L E B

This policy does not insure against *loss or* damage, nor against costs, attorneys's fees or expenses, any or all of which arise by reason of the following:

PART I

All matters set forth in paragraphs numbered *1(one)* to *11(eleven)* inclusive on the inside cover sheet of this policy under the heading of Schedule B Part I.

PART II

1. GENERAL AND SPECIAL COUNTY AND CITY TAXES for the fiscal year 1985/86, are now a lien but not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 498, Statutes of 1983 of the State of California, and as amended.
3. EASEMENT affecting the portion of said land and for the purposes stated herein and incidental purposes
In favor of CITY OF LODI (a municipal corporation)
For Public utilities
Recorded July 28, 1972 IN BOOK 3675 PAGE 213 OFFICIAL
 RECORDS
Affects Southerly portion of Parcel two

NOTE: GENERAL AND SPECIAL COUNTY AND CITY TAXES for the fiscal year 1984-85 are paid in full.

S C H E D U L E C

The land referred to herein is described as follows:

That certain real property situated in the City of Lodi, County of San Joaquin, State of California, described as follows:

PARCEL ONE:

COMMENCING at the Southeast quarter of Section thirty-four (34), Township four (4) North, Range six (6) East, Mount Diablo Base and Meridian; thence North $89^{\circ}44'$ West along the South line of said Section thirty-four (34), 670.05 feet; thence North $0^{\circ}16''$ East, 27.0 feet to the Southwest corner of the City of Lodi property as described in Deed recorded in Book 3268 of Official Records, Page 143, San Joaquin County Records; thence North $89^{\circ}44'$ West, 30.0 feet; thence North $0^{\circ}01'$ West, 206.0 feet to the True Point of Beginning; thence North $89^{\circ}44'$ west, 225.00 feet; thence North $0^{\circ}16'$ East, 230.0 feet; thence South $89^{\circ}44'$ East, 188.34 feet to a point on a curve from which the radius point bears South $63^{\circ}52'07''$ West; thence Southerly along the curve having a radius of 348 feet, a central angle of $26^{\circ}06'51''$, and an arc length of 158.61 feet; thence South $0^{\circ}01'$ East, 77.0 feet to the True Point of Beginning.

Being Parcel "A" as shown on Parcel Map filed for record February 25, 1985, in Book 13 of Parcel Maps, Page 79.

EXCEPT THEREFROM all oil, gas, minerals, and other hydrocarbon substances lying below a depth of 500 feet beneath the surface of said land without the right of surface entry, as reserved by General Mills, Inc., a Delaware corporation, in Deed recorded March 20, 1985, Instrument No. 85018546, San Joaquin County Records.

PARCEL TWO:

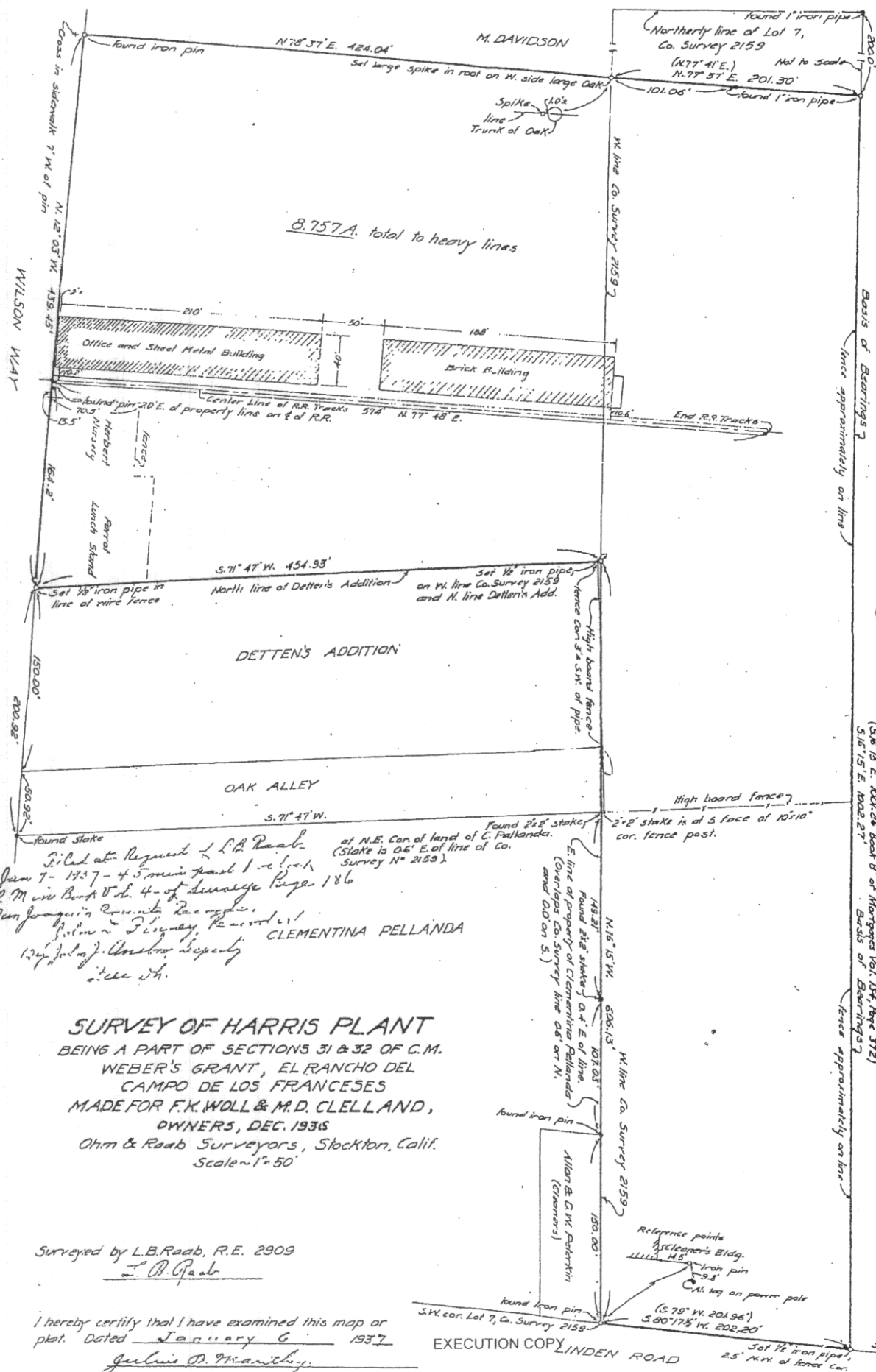
An easement for ingress, egress, utilities and power lines being more particularly described as follows:

BEGINNING at the Southwest corner of the City of Lodi property above described; thence North $0^{\circ}01'$ West, 373.85 feet to the Northwest corner of said City of Lodi property; thence Northwesterly along a curve being the Southwesterly property line of Southern Pacific Railroad Company to a point bearing South $89^{\circ}44'$ East from the Northeast corner of Parcel one above described; thence North $89^{\circ}44'$ West, 13.98 feet to said Northeast corner; thence Southerly along the East line of said Parcel one to the Southeast corner thereof; thence continue South $0^{\circ}01'$ East, 206.0 feet; thence South $89^{\circ}44'$ East, 30.0 feet to the Point of Beginning.

EF/cc

251928

EXECUTION COPY



PAULINE EDDY

PAULINE EDDY

NOTE:
Bearings and distances shown in parentheses are as shown in the present descriptions; all others are as measured in the field.
All 1/2" iron pipes set have R.E. tag N° 2909

(346°15'E. 100.84' back to base of Mortgages Vol. 154, Page 372)
516°15'E. 100.27'
Basis of Bearings

Found iron pin at S.E. cor. of Lot 7, Co. Survey N° 2159

SURVEY OF HARRIS PLANT
BEING A PART OF SECTIONS 31 & 32 OF C.M.
WEBER'S GRANT, EL RANCHO DEL
CAMPO DE LOS FRANCESES
MADE FOR F.K. WOLL & M.D. CLELLAND,
OWNERS, DEC. 1936
Ohm & Raab Surveyors, Stockton, Calif.
Scale ~ 1" = 50'


Surveyed by L.B. Raab, R.E. 2909
L.B. Raab

I hereby certify that I have examined this map or
plat. Dated January 6 1937
Julius D. Mearns
County Surveyor of San Joaquin Co. Calif.

EXECUTION COPY LINDEN ROAD


Schedule 3 (d-4)

Roseville CT1 Permit and Transfer Fees August 2007

| <u>Permit Descriptions & Contact Information & Required Reporting For:</u> | <u>Permit Identifier & Specific Permit Condition Information</u> | <u>Validity and/or Term</u> | <u>Comments – Including Costs (if any) to Change Ownership & Timing Requirements to Transfer</u> |
|--|--|---|--|
| Roseville CT's 2155 Nichols Blvd Rocklin, CA 95677 916-645-9649 | | | |
| Placer County Air Pollution Control District: Mr. John Finnell Sr. Engineer 11464 B Avenue, Auburn, CA 95603 530/889-7130 and 530/745-2324 | Permit #'s NCPA-87-01, NCPB-87-01 | Permit Valid From 10/01/07 – 9/30/08 | Transfer cost is \$195.50 per permit and processing time is two weeks. Cover letter by new owner plus submission of attached form.  Microsoft Word Document |
| Annual Air Permit Renewal Information Update Zach Lee – PCAPCD Permit Support 3091 County Center Drive, Ste 240, Auburn, CA 95603 530/889-7130. | Report covers calendar year and updates the District on engine run times and monthly operation. Note: Diesel consumption not reported for starter-only if diesel use is for prime mover. | Due Annually by (4/30) | Completed 4/2007 District sends reminder in March |
| Air Permit Source Testing Don Duffy Engineer, | If liquid fuel ops > 100 hr/year, the testing needs to occur within 90 days. | Every 3 years for Gas operation. Last | District is requiring ST in 2007 at 3 load |

EXECUTION COPY

| | | | |
|---|---|--|--|
| PCAPCD, 11464 B Ave. Auburn, CA 95603 530/889-7130 | Notify PCAPCD, 30 days prior to inspection. Permit # NCPB-87. | ST performed in 6/07 30 day advance notice. | levels. CT supervisor scheduling. Cost approx \$10,000. |
| Diesel engine tuning John Finnell, PCAPCD, 11464 B Ave. Auburn, CA 95603. 530/889-7130. Valley Power, Mike Phylips, 530-365-9515 | Required in PCAPCD issued permit. Performed during outages and only a record keeping requirement (no notification) record in CMMS. | Annually (last performed in 1/07) by Valley Power. | Record Keeping Requirement only. |
| Each unit will be started/operated for PCAPCD inspection. John Mahoney or Don Duffy, PCAPCD, 11464 B Ave. Auburn, CA 95603 530/889-7130 | Inspection is to occur between Jan. and Dec. | Annually. Last witnessed in Jan. of '06. | District Notifies when they want to observe. District will perform annual inspection during the source test. |
| <u>Placer County Hazardous Waste Generator Fee</u> State Board of Equalization PO Box 942879 Sacramento, CA 94279 916/322-9534, 327-9534 fax | Conditionally Exempt Small Quantity Haz Waste Generator. EPA # CAL 000004486 No fee for waste generation less than 5 tons/year. Applies on a calendar year basis for determining waste generated. . EPA ID # stays with facility. | 2/28/08 Fee due if applicable. Notice sent in advance. | Requires notification of new organization name, contact info and address - owner needs to supply Federal Employer Number and BOE ID Number |
| <u>Placer County Department of Health and Human Services, Div. of Env. Health</u> Hazardous Materials Business Plan HMBP Deb Kirschman Inspector or Terry Armstrong-Secretary 11454 B Ave Auburn, CA 95603 530/745-2300 | Annual Review. Update with in 30 days of conditions changing. Update with in 30 days of contact information change. | Complete annual review by January | New owner must submit attached forms as part of change of ownership no associated fees. |

| | | | |
|---|---|---|---|
| | | |  Adobe Acrobat 7.0 Document |
| <u>DTSC Annual Verification Questionnaire And Manifest Fee Calculation Sheet</u> Schedule A & B (Roseville EPA ID# CAL000004486) DTSC PO Box 806 Sac. CA 95812-0806 877-454-4012 | Annual requirement to verify contact info and submit payment for # of "non-recycled manifests for the calendar year. Owner required to submit \$ per manifest and to inform DTSC of # of manifests. | Schedule A is completed for manifests on a calendar year basis. Sch B is on a 7/1-6/30 FY. Submit by July every year. | Owner should make changes as they process manifests and submit written notice of new contact information to the DTSC. |
| <u>Non-Domestic Wastewater Discharge</u> City of Roseville, Environmental Utilities, Mr. Kris Zanardelli, Industrial Waste Specialist, 1800 Booth Road, Roseville, CA 95747-9704, 916/746-1883 | Provide general information re. types, volumes, waste hauler(s), employee size, facility characteristics, wastewater information, and info on other wastes. Because Roseville CT is a peaking power plant no additional reporting/fees. | Contact initiated by City. No reporting requirement unless general info changes. | Kris Zanardelli would like letter with contact information from new owner. |
| <u>AST Biennel Fees: Payable to SWRCB</u> AST = Above Ground Storage Tank PO Box 944212 Sacramento, CA 916/341-5712 David Shapperelli 916/341-5671 | Biennel requirement to submit a storage statement along w/\$400 fee. Age of tank and fuel type required in statement. Required because of 122,000 gallon on site diesel storage tank. Site ID # is: AGT-100693 | Due 7/31/2008 | New Owner required to submit letter and provide new contact information. |
| <u>Annual Inspection of Fire Equipment</u> Tri Signal Safety Equipment, Inc. 3722 W. Pacific Ave Sacramento, CA 95820, 916/456-5561 | Large CO2 bottles hydro due every 12 years unless activated then canister is due every 5 years. | Jan. 15 – annual 9/06 Halon bottles hydro tested | No notification for ownership change |
| <u>Air Pressure Vessel Permit</u> Inspection by Arise Inc. 440/740-0197 24 hr. Emergency # 440/843-2644 | Permits are to be posted at site. Permit stays valid under new ownership through the permitted period. Change will occur | Every 5 years for pressurized air vessels. Inspection | No notification for ownership change, if eqpt location stays |

| | | | |
|---|---|---|--|
| Permit issued by: St. of CA, Pressure Vessel Unit 1515 Clay St. Ste. 1302, Oakland, CA, 94612 510-622-3052 - Roseanne | at the time of permit renewal. | are due in 2007. Plant Supervisor is scheduling. | the same. If new owner wants to update call the State. \$15 per permit. |
| <u>Testing of PRV and PSV's</u> Bay Valves Ed Kumca – Owner Martinez, CA 94553 925/228-0665 | Diesel and Natural Gas Systems API recommended practice to test/repair every two years. Last done 2007 | Testing as required on fuel system relief valves per API requirements | No notification requirement for new owner |
| <u>Crane Inspection</u> Sierra Cranes Doug Burgard 2530 Burgard Lane Auburn, CA 95603 916/663-3794 | Annual Requirement for cranes > 3 tons. | Completed July 2007 | Update at time of next inspection. |
| <u>SPCC Plans</u> Prepared by Keith Dunbar, PE K.S. Dunbar & Associates 3035 Calle Frontera San Clemente, CA 92673 949/366-2089 | Roseville CT EPA # CAL 000004486 | Plan issued October of 2005 – Updates required every five years, and when changes personnel/equipt. or chemicals. | New owner would be required to update contact information in plan. (NCPA has plan in Word and can make change) Annual training requirement on SPCC plan. |

Schedule 3(f)

**Amendment to the Third Phase Agreement effective upon completion of
Phase 2**

FIRST AMENDMENT TO
AGREEMENT FOR CONSTRUCTION, OPERATION AND FINANCING
OF
COMBUSTION TURBINE PROJECT NUMBER ONE

by and among

NORTHERN CALIFORNIA POWER AGENCY

and

CITY OF ALAMEDA
CITY OF BIGGS
CITY OF GRIDLEY
CITY OF HEALDSBURG
CITY OF LODI
CITY OF LOMPOC
CITY OF ROSEVILLE
CITY OF SANTA CLARA
CITY OF UKIAH
PLUMAS-SIERRA RURAL ELECTRIC COOPERATIVE
TURLOCK IRRIGATION DISTRICT

**FIRST AMENDMENT TO AGREEMENT FOR CONSTRUCTION, OPERATION
AND FINANCING OF COMBUSTION TURBINE PROJECT NUMBER ONE**

This First Amendment to Agreement ("First Amendment") is made by and between the Northern California Power Agency, a joint powers agency of the State of California ("NCPA") and the Cities of Alameda, Biggs, Gridley, Healdsburg, Lodi, Lompoc, Roseville, Santa Clara, and Ukiah, Plumas-Sierra Rural Electric Cooperative, and Turlock Irrigation District, and

WITNESSETH:

WHEREAS, each of the parties to this First Amendment, other than the City of Biggs ("Biggs") and the City of Gridley ("Gridley"), is a party to that certain "Agreement for Construction, Operation, and Financing of Combustion Turbine Project Number One" dated as of July 1, 1984 ("the Agreement") and therefore constitutes a "Project Participant" within the meaning of section 1(g) of the Agreement; and

WHEREAS, pursuant to the Agreement, NCPA has constructed and operated, and continues to operate, Combustion Turbine Project Number One ("the CT1 Project"), consisting of five (5) separate units, two (2) of which are located near the City of Roseville, California ("the Roseville CT1 Units"), two (2) of which are located in the City of Alameda, California ("the Alameda CT1 Units"), and one (1) of which is located in the City of Lodi, California ("the Lodi CT1 Unit"); and

WHEREAS, each of the parties to this First Amendment, other than NCPA, Biggs and Gridley owns an undivided share or "Project Entitlement Percentage" of the capacity and energy of the produced by the CT1 Project pursuant to the Agreement, which Project Entitlement Percentage is specified in an appendix to the Agreement; and

WHEREAS, the Roseville CT1 Units, Alameda CT1 Units, and Lodi CT1 Unit are owned and operated by NCPA as a single project on behalf of those parties owning a Project Entitlement Percentage, and the Project Entitlement Percentages are not stated with reference to any particular CT1 Unit; and

WHEREAS, the City of Lodi ("Lodi") presently owns a Project Entitlement Percentage of 34.780% and the City of Roseville ("Roseville") presently owns a Project Entitlement Percentage of 13.584%; and

WHEREAS, Roseville currently lays off 0.118% of the Project Entitlement Percentage to Biggs and 0.210% of the Project Entitlement Percentage to Gridley; and

WHEREAS, the parties have entered into an "Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project Number One," dated as of September 1, 2007 ("the Layoff and Sale Agreement"), which provides among other matters that in Phase One of said agreement:

- a. Lodi will layoff 26.416% of the Project Entitlement Percentage to Roseville;
- b. Roseville will assign its layoffs to Biggs and Gridley to Lodi, and Lodi will layoff those amounts to those cities;
- c. Roseville will make certain payments to Lodi; and
- d. NCPA and the Project Participants will treat Roseville's Project Entitlement Percentage, including the layoff from Lodi, as residing solely at the two (2) Roseville CT1 Units, and Roseville will relinquish any claim to capacity, energy or other rights to the Alameda CT1 Units and the Lodi CT1 Unit; and

WHEREAS, the Layoff and Sale Agreement provides that Phase Two of said agreement will not commence until all bonds previously sold for the construction and financing of the CT1 Project have been retired; and

WHEREAS, the Layoff and Sale Agreement provides that, among other matters, that in Phase Two of said agreement:

- a. NCPA will transfer fee ownership of the Roseville CT1 Units to Roseville; and
- b. That the Agreement will be amended to provide that:
 - i. The CT1 Project no longer includes the Roseville CT Units;
 - ii. Biggs and Gridley shall become signatories to the Agreement, and Project Participants in the CT1 Project, based upon the Project Entitlement Percentages previously subject to lay off to them;
 - iii. Roseville shall cease to be a signatory to the Agreement, and shall no longer be deemed a Project Participant; and
 - iv. The Project Entitlement Percentage of all Project Participants (including Biggs and Gridley and excluding Roseville) shall be adjusted in proportion to the original Project Entitlement Percentages taking into account the addition of Biggs and Gridley as Project Participants, the exclusion of Roseville as a Project Participant, and the sale of the Roseville CT1 Units to Roseville.

NOW, THEREFORE, the Parties hereto agree as follows:

1. This First Amendment shall be effective concurrently upon the commencement of Phase Two of the Layoff and Sale Agreement. It shall be of no force or effect prior to that time.

2. Section 1(e) of the Agreement is amended to read:

“(e) “Project” means a project consisting of three (3) 24-megawatt combustion turbine generating units, located two (2) units in the City of Alameda, California (“the Alameda CT1 Units”) and one (1) unit in the City of Lodi, California (“the Lodi CT1 Unit”).”

3. Appendix “A” of the Agreement is amended to include the following Project Entitlement Percentages:

| PROJECT PARTICIPANT | PROJECT ENTITLEMENT PERCENTAGE |
|--|--------------------------------|
| City of Alameda | 21.820 |
| City of Biggs | 0.197 |
| City of Gridley | 0.350 |
| City of Healdsburg | 5.833 |
| City of Lodi | 13.393 |
| City of Lompoc | 5.833 |
| City of Santa Clara | 41.667 |
| City of Ukiah | 9.090 |
| Plumas-Sierra Rural Electric Cooperative | 1.817 |
| TOTAL | 100% |

4. The Biggs and Gridley are “Project Participants” and are added as parties to the Agreement; and Roseville is no longer a “Project Participant” and is deleted as a party to the Agreement.

5. Except as otherwise provided in this First Amendment, the Agreement shall remain in full force and effect.

6. Each signatory to this First Amendment represents and warrants that he or she has been duly authorized to enter into it by the governing board of the party on whose behalf he or she has executed it.

7. This First Amendment may be executed in several counterparts, all or any of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, each party has executed this First Amendment with the approval of its governing body, and has caused its official seal to be affixed, and NCPA has executed this First Amendment with the authorization of its Commission.

NORTHERN CALIFORNIA POWER AGENCY Approved as to form:

By: _____

By: _____

Its: _____

Attest:

CITY OF ALAMEDA

Approved as to form:

By: _____

By: _____

Its: _____

Attest:

SCHEDULE 5

Spare Parts Pool and Tool Sharing Principles

1. By mutual agreement between NCPA and Roseville, Roseville may (but is not obligated) to participate in a Spare Parts Pool and a Tool Sharing Program.
2. NCPA will determine the costs to maintain the Spare Parts Inventory and Specialized Tooling. The costs of Roseville participating in this program will be determined by $(\text{taking the total costs of maintaining the inventory and specialized tooling}) \times (\text{number of Roseville CT1 units operating}) / (\text{total number of NCPA CT1's operating} + \text{number of Roseville CT1's operating})$.
3. NCPA will maintain all spare parts and tooling at a location to be determined, within NCPA control.
4. NCPA will maintain a list of Spare Parts and Specialized Tooling.
5. Any spare parts used by Roseville will be replaced by NCPA and Roseville will be billed the actual costs for the part.
6. Any tooling used by Roseville must be returned in good working order. In the event the tool/ is not returned or not in good working order, NCPA will replace or repair the tool at its option. NCPA will invoice Roseville the actual costs of the tooling or repair.
7. NCPA will use general utility practices to maintain the spare parts inventory and specialized tooling. There is not guarantee by NCPA that the spare part or specialized tooling will be available to Roseville when requested.
8. NCPA at its sole option and discretion may adjust spare parts and specialized tooling at any time during the agreement. NCPA will communicate these changes to Roseville.
9. If Roseville commits to participate in this pool they are obligated for the financial year (or the remaining current financial year in the event phase two begins mid-year). In the event NCPA makes a significant change in the inventory Roseville may elect to withdraw for the spare parts and specialized tooling pool with a 30 day written advance notice to the Assistant General Manager of Generation Services.

| CT1 Equipment Inventory | | | | |
|---|------------|---------------|------------------------|--|
| Shop and Office Furniture | 25,000.00 | | | |
| Warehouse Vidmars | 20,000.00 | | | |
| Shop Equipment and Tools | | | | |
| Mori Seiki Lathe | 8,000.00 | | | |
| Wilton Drill Press 3/4 HP | 700.00 | | | |
| Wilton Drill Press 1 HP with power feed | 1,500.00 | | | |
| Bridgeport Mill | 6,000.00 | | | |
| Hydraulic Press | 1,000.00 | | | |
| Wilton Band Saw | 500.00 | | | |
| Lincon SP125 Mig welder | 100.00 | | | |
| Bench Grinder | 100.00 | | | |
| Tool Box and tools | 1,000.00 | | | |
| Belt Sander | 350.00 | | | |
| Bead Blaster | 1,000.00 | | | |
| Rod Oven | 500.00 | | | |
| Parts Washer | 1,200.00 | | | |
| Rigging equipment and boxes | 6,500.00 | | | |
| Shop Machine tools and Mic's | 2,000.00 | | | |
| Shop Table and press | 1,500.00 | | | |
| Portable Equipment | | | | |
| Miller Gas Welder | 2,500.00 | | | |
| Airless Paint Sparyer | 1,000.00 | | | |
| Honda 6500 Generator | 3,800.00 | | | |
| Pressure Washer | 1,000.00 | | | |
| Plasma Cutter | 1,500.00 | | | |
| Portable Air Compressor | 500.00 | | | |
| Weed Eater | 200.00 | | | |
| Gas Powered Water Pump | 250.00 | | | |
| Grounding Equipment | 5,000.00 | | | |
| O&A torch | 500.00 | | | |
| Electrical Test Equipment | | | | |
| Vehicles and Tools | Vehicle | Tools | | |
| 2000 Ford E-350 Van | 3,500.00 | \$5,000.00 | | |
| 2004 Ford 350 Service Body and Crane | 25,000.00 | \$5,000.00 | | |
| 1991 Trailer 8 x16 | 9,000.00 | \$5,000.00 | | |
| 2000 Ford E-350 Van | 3,500.00 | \$5,000.00 | | |
| 2000 Ford F450 Bucket Truck | 15,000.00 | \$5,000.00 | | |
| 2005Ford F450 Sevice Body and Crane | 35,000.00 | \$5,000.00 | | |
| 2006Ford F450 Sevice Body and Crane | 35,000.00 | \$5,000.00 | | |
| Clark Forklift | 5,000.00 | | | |
| Portable Turbine Wash Trailer | 1,000.00 | | | |
| Oil Centerfuge and trailer | 7,500.00 | | | |
| Oils and Solvents | | | | |
| 2 Drums Turbine Oil | 1,000.00 | | | |
| 1 Drum Pegasus oil | 500.00 | | | |
| 2 Drums Comprssor soap | 1,500.00 | | | |
| 1 Drum Insulating Oil | 500.00 | | | |
| 1 Drum Penetone | 300.00 | | | |
| 2 Drumbs Fuel Stabelizer | 600.00 | | | |
| Misc Paints and Solvents | 3,000.00 | | | |
| Misc Pipe and Electrical fittings | 3,000.00 | | | |
| Manufacturer | | Model No. | Description | |
| Doble F2500 Simulator | 15,000 | F2500 | Simulator | |
| Doble F2200 Simulator | 12,000 | F2200 | Simulator | |
| Doble F2200 Simulator | 12,000 | F2200 | Simulator | |
| Doble F2410 Simulator | 5,000 | F2410 | DC Source | |
| Hypolronics 800 | 2,900 | 800PL | 60KV/DC Hipot | |
| MultiAmp | 3,600 | 835110 | Pentameter | |
| B&K Precision | 450 | 1650 | Power Supply | |
| Jofra | 4,000 | 200S | Temperture Calibrator | |
| Jofra | 4,000 | C140 | Temperature Calibrator | |
| HP | 5,000 | 4935A | Transmission Test Set | |
| HP | 5,000 | 4935A | Transmission Test Set | |
| Krohn-Hite | 1,500 | 4200A | Oscilloscope | |
| IRD | 1,600 | 820 | Vibration Analyzer | |
| HP | 450 | 5384A | Frequency Counter | |
| HP | 450 | 400EL | AC Voltmeter | |
| TransData | 10,000 | 2100 | Meter Calibrator | |
| Tektronix | 1,600 | 2335 | Oscilloscope | |
| Tektronix | 1,600 | 2335 | Oscilloscope | |
| Multiamp | 4,600 | 810130(CB100) | C&DF Bridge | |
| IRD | 2,700 | 350 | Vibration Analyzer | |
| Tektronix | 2,300 | 2430A | Digital Storage Scope | |
| Devar Inc. | | 8100 | Recorder | |
| Total tool and vehicle value | \$373, 850 | 338,850 | \$35,000 | |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| item_no | equip_num | desc_1 | desc_2 | qty_oh | order_up_1 | last_cost |
|------------|-----------|----------------------------------|--------------------------------|--------|------------|-----------|
| 0010-00001 | 00 10 11 | SERVO VALVE FUEL | P/N 77-138 | 2 | 2 | 1910 |
| 0010-00002 | 00 10 19 | VELOCITY VIBRATION PICKUP | P/N 4033 | 13 | 9 | 743 |
| 0010-00003 | | SERVOVALVE P/N 771A138 | | 1 | 1 | 2025 |
| 0010-00011 | 00 10 19 | FLAME SENSOR P/N 261A1812P10 | | 9 | 8 | 735 |
| 0010-00015 | | THURST BEARING PADS AGAS TURBINE | | 1 | 0 | 0 |
| 0010-00016 | | GAS COMP COLLING PUMP SHAFT | | 1 | 0 | 0 |
| 0010-00018 | | GAS COMP COOLING PUMP INP | | 1 | 0 | 0 |
| 0010-00020 | | GAS COMP COOLING PUMP BEARING | | 1 | 0 | 0 |
| 0010-00090 | 00 10 18 | AA BYPASS VLV PACK #12 | A & M #25756 177 4014 000 | 1 | 1 | 91 |
| 0010-00091 | 00 10 18 | AA BYPASS VLV GASKET DURABLA | #13 A & M #3821 028 8645 000 | 1 | 1 | 57 |
| 0010-00092 | 00 10 18 | AA BYPASS VLV PISTON RING | #14 A & M 25339 015 0000 000 | 1 | 2 | 132 |
| 0010-00093 | 00 10 18 | AA BYPASS VLV PISTON CST IRON | #5 A & m #33625 409 1023 901 | 1 | 1 | 746 |
| 0010-00097 | 00 10 18 | ATOMIZING AIR COMP SHAFT QUILL | G.E. NO 3030G90-001 | 1 | 2 | 3275 |
| 0010-00098 | 00 10 18 | ATOMIZING AIR COMP HUB | GE NO 187C8261POO1 | 1 | 2 | 1675 |
| 0010-00099 | 00 10 17 | GAS TURBINE TYPE 5001 LOAD | COUPLING COD RGO 07278 | 1 | 1 | 15525 |
| 0010-00100 | 00 10 08 | HYDRAULIC RATCHET ELECTRIC | MOTOR RM034129 | 1 | 1 | 833.5 |
| 0010-00101 | 00 10 08 | HYDRAULIC RATCHET OIL PUMP | PAUL MONROE #GA2008FXW00022 | 1 | 1 | 138.7 |
| 0010-00102 | 00 10 08 | HYDRAULIC RATCHET OIL PUMP | COUPLING RGO08405 | 1 | 1 | 73.7 |
| 0010-00103 | 00 10 08 | HYDRAULIC RATCHET OIL PUMP | HYDRAULIC VALVE RVO37710 | 1 | 1 | 372.8 |
| 0010-00104 | 00 10 17 | ACCESSORY GEAR DRIVE | GEAR DRIVEN SM00920628 | 0 | 1 | 2740.9 |
| 0010-00106 | 00 10 17 | ACCESSORY GEAR DRIVE RING | SM00920605 | | 1 | 13.7 |
| 0010-00109 | 0 10 08 | DIESEL ENGINE TORQUE | CONVERTER RT042051 | 1 | 1 | 16783.2 |
| 0010-00110 | 00 10 18 | MAIN ATOMIZING AIR COMPRESSOR | RC018088 | 1 | 1 | 32178.4 |
| 0010-00111 | 00 10 08 | START ENGINE DISCHG SILENCER | GASKET KFZ260740103 | 1 | 1 | 30.7 |
| 0010-00112 | 00 10 08 | START ENGINE DISCHG SILENCER | GASKET KFZ269730103 | 1 | 1 | 32.9 |
| 0010-00113 | 00 10 08 | START ENGINE DISCHG SILENCER | GASKET KFZ235090714 | 1 | 1 | 220 |
| 0010-00114 | 00 10 07 | MAIN HYDRAULIC PUMP | RPO11901 | 1 | 1 | 1310.4 |
| 0010-00115 | 00 10 03 | ANTIFIRE SYSTEM CONTROL PANEL | POWER SUPPLY IRA2176701 | 1 | 1 | 910.6 |
| 0010-00116 | 00 10 03 | ANTIFIRE SYSTEM CONTROL PANEL | TEMPERATURE DETECTOR CARD | 1 | 1 | 816.5 |
| 0010-00117 | 00 10 03 | ANTIFIRE SYSTEM CONTROL PANEL | SOLENOID VALVE IRA2176703 | 1 | 1 | 848.2 |
| 0010-00118 | 00 10 03 | ANTIFIRE SYSTEM CONTROL PANEL | GAS DETECT CTRL CARD RAO18267 | 1 | 1 | 680 |
| 0010-00119 | 00 10 03 | ANTIFIRE SYS CONT PNL | RELAY 24 VOC OCTAL IRA2176705 | 3 | 3 | 90.7 |
| 0010-00120 | 00 10 03 | ANIT FIRE SYS CONT PNL | RELAY 24VDC UNDECAL IRA2176706 | 1 | 1 | 90.7 |
| 0010-00121 | 00 10 03 | ANTIFIRE SYS CONT PNL | RELAY 110 VDC OCTAL IRA2176707 | 4 | 4 | 90.7 |
| 0010-00122 | 00 10 03 | ANTIFIRE SYS CONT PNL | TIMER 0-2 MIN IRA2176708 | 1 | 1 | 124.7 |
| 0010-00123 | 00 10 03 | ANTIFIRE SYS-TRANSFORMER 120/ | 24 50/60 HZ IRA2176709 | 1 | 1 | 131.6 |
| 0010-00124 | 00 10 03 | ANTIFIRE SYS CONT PNL - LAMP | & LAMP HOLDER IRA2176710 | 1 | 32 | 37.4 |
| 0010-00125 | 00 10 03 | ANTIFIRE SYS CONT PNL | CIRCUIT BREAKER IRA2176711 | 0 | 1 | 131.6 |
| 0010-00126 | 00 10 03 | ANTIFIRE SYS CONT PNL | PUSH-BUTTON BREAKER IRA217671. | 3 | 3 | 37.4 |
| 0010-00127 | 00 10 03 | ANTIFIRE SYS CONT PNL | PUSH-BUTTON RAF IRA2176713 | 2 | 2 | 53.3 |
| 0010-00128 | 00 10 03 | ANTIFIRE SYS CONT PNL | AUT/MAN SELECTOR IRA2176714 | 1 | 1 | 74.9 |
| 0010-00129 | 00 10 05 | VALVE, BACK PRESSURE REGULATE | VALVE BACK PRESS REG RR015204 | 0 | 0 | 1 |
| 0010-00130 | 00 10 19 | 20FG/20PL SOLENOID VALVE | SOLENOID VALVE REO03006 | 0 | 1 | 1577.1 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | | |
|----------------|------------|----------|--------------------------------|--------------------------------|---|----|---------|
| EXECUTION COPY | 0010-00131 | 00 10 19 | MANUAL PLUG TRIP VALVE | MANUAL PLUG TRIP VLV RVO07011 | 1 | 1 | 492.1 |
| | 0010-00132 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | VALVE COMP AIR EXTRACTRVO2722 | 1 | 1 | 9894.2 |
| | 0010-00133 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | LIMIT SWITCH IRV2722101 | 2 | 2 | 527.3 |
| | 0010-00134 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET RV2722105 | 2 | 2 | 5.1 |
| | 0010-00135 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | PACKING IRV383280037 | 2 | 2 | 64.7 |
| | 0010-00136 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET IRV2722127 | 4 | 4 | 19.6 |
| | 0010-00137 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | RING, SHAFT IRV2722130 | 2 | 0 | 2 |
| | 0010-00138 | 00 10 19 | TVALVE COMPRESSOR AIR EXTRACT | GASKET IRV2722156 | 1 | 4 | 70.4 |
| | 0010-00139 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET RAZ08461 | 2 | 4 | 38.5 |
| | 0010-00140 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET KHA053602601 | 2 | 2 | 2 |
| | 0010-00141 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET RAZ08462 | 2 | 4 | 15.9 |
| | 0010-00142 | 00 10 19 | VALVE COMPRESSOR AIR EXTRACT | GASKET KHA006701701 | 2 | 2 | 1.2 |
| | 0010-00143 | 00 10 1A | VALVE COMPRESSOR AIR EXTRACT | GASKET KHA034502601 | 2 | 2 | 1.5 |
| | 0010-00145 | 00 10 05 | INDICATOR LIQUID LEVEL | INDICATOR LIQUID LEV RJO16617 | 1 | 1 | 396.9 |
| | 0010-00146 | 00 10 18 | COMPR AIR ATM G STARTING | COMPR AIR ATHG START RCO16077 | 1 | 1 | 10521.2 |
| | 0010-00147 | 00 10 07 | VALVE TRANSF HYDR | VALVE TRANSF HYDR RVO25565 | 1 | 1 | 800.1 |
| | 0010-00148 | 00 10 18 | VALVE ATOM AIR BY-PASS | VALVE ATOM AIR BYPASS RVO26486 | 1 | 1 | 5264.1 |
| | 0010-00149 | | LIGHTING CONDUITS ARR | SWITCH RVO12901 | 1 | 1 | 99.2 |
| | 0010-00150 | | LISGNTING CONDUITS ARR | ELECTRIC SIREN RSO17017 | 1 | 1 | 133.8 |
| | 0010-00210 | 00 10 09 | LUBE OIL AIR FAN | ASSY ISV 4558101 | 8 | 2 | 2160 |
| | 0010-00211 | | GAS TURBINE SI GHT GLASS | (EX RTP 43113)SMO 0530401 | 0 | 10 | 95 |
| | 0010-00212 | 00 10 09 | GAS TURBINE AIR COOLER | ELECT MTR ISV 4558102 | 3 | 2 | 1152 |
| | 0010-00213 | | GAS TURBINE EXPANSION COUP | RGO 27473 | 1 | 1 | 2228 |
| | 0010-00214 | | GAS TURBINE EXPANSION COUP | RGO 27474 | 3 | 3 | 1552 |
| | 0010-00215 | | GAS TURBINE MTR.DIS.EB | 525/210/3 CAB IRV 1725502 | 3 | 2 | 1472 |
| | 0010-00216 | 00-11-04 | GAS TURBINE FAN IRV | 1725501 | 1 | 1 | 698 |
| | 0010-00217 | 00 10 17 | GAS TURBINE SHAFT N.1 | AND GEARS SMO 0920649 | 1 | 1 | 14715 |
| | 0010-00218 | 00 10 17 | GAS TURBINE SHAFT N.2 | AND GEARS SMO 0920650 | 1 | 1 | 13764 |
| | 0010-00219 | 00 10 17 | GAS TURBINE SHAFT N.3A | AND GEARS SMO 0920654 | 1 | 1 | 5346 |
| | 0010-00220 | 00 10 17 | GAS TURBINE SHAFT N.4 | AND GEARS SMO 0920655 | 1 | 1 | 9423 |
| | 0010-00221 | 00 10 17 | GAS TURBINE SHAFT N3B | AND GEARS SMO 0920657 | 4 | 1 | 6480 |
| | 0010-00222 | 00 10 17 | GAS TURBINE COUPLING | SMP 42616 | 0 | 1 | 1125 |
| | 0010-00223 | 00 10 08 | GAS TURBINE CLUTCH ASSY | ISM 0921306 | 1 | 1 | 5603 |
| | 0010-00224 | 00 10 17 | GAS TURBINE GEAR DRIVER | SMO 0920628 | 1 | 1 | 2417 |
| | 0010-00225 | 00 10 17 | GAS TURBINE GEAR DRIVER | SMO 0920627 | 1 | 1 | 1752 |
| | 0010-00226 | 00 10 17 | GAS TURBINE QUILL SHAFT DRIVE | SMO 0920603 | 2 | 1 | 918 |
| | 0010-00227 | 00 10 17 | GAS TURBINE BEARING | SHAFT N.4 SMO 0920609 | 2 | 2 | 310 |
| | 0010-00228 | 00 10 17 | GAS TURBINE BEARING SHAFT | N.4 SMO 0920621 | 2 | 2 | 339 |
| | 0010-00229 | 00 10 17 | GAS TURBINE BEARING | SHAFT N4 SMO 0920622 | 2 | 2 | 339 |
| | 0010-00230 | 00 10 17 | GAS TURBINE HALF BEARING | SHAFT N1 SMO 0920600 | 3 | 8 | 277 |
| | 0010-00231 | 00 10 17 | GAS TURBINE HALF BEARING | SHAFT N1 SMO 0920601 | 4 | 8 | 277 |
| | 0010-00232 | 00 10 17 | GAS TURBINE SPACE RING | SMP 22509 | 2 | 2 | 378 |
| | 0010-00233 | 00 10 17 | GAS TURBINE SEAL RING | SMO 0920605 | 1 | 1 | 12 |
| | 0010-00234 | 00 10 17 | GAS TURBINE AUXILIARY COUPLING | COD RGO32144 | 1 | 1 | 6548 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|-------------|----------|--|--------------------------------|----|-----|---------|
| 0010-00235 | 00 10 05 | GAS TURBINE PUMP AUX L.O. | RPO 09952 | 1 | 1 | 2880 |
| 0010-00236 | 00 10 05 | GAS TURBINE MOTOR AUX L.O. PMP | RMO 38001 | 1 | 1 | 4240 |
| 0010-00237 | 00 10 05 | GAS TURBINE COUPLING AUX L.O. | PMP RGO09494 | 1 | 1 | 1197 |
| 0010-00238 | 00 10 05 | GAS TURBINE ELECT MTR | EMERG L.O. PMP RMO38002 | 1 | 1 | 12800 |
| 0010-00239 | 00 10 05 | GAS TURBINE PUMP EMERG | L.O. RPO 09951 | 1 | 1 | 3440 |
| 0010-00240 | 00 10 05 | GAS TURBINE COUPLING EMERG | L.O. PMP RGO 09495 | 1 | 1 | 1005 |
| 0010-00247 | 00 10 16 | GAS TURBINE TRANSITION | PIECE SMO0654200 | 10 | 10 | 5000 |
| 0010-00254 | 00 10 03 | GAS TURBINE ANTI FIRE SYS | HALON NOZZLE RRO 21766 | 8 | 8 | 125 |
| 0010-00256 | 00 10 03 | GAS TURBINE ANTIFIRE SYS | PRESSURE SWITCH IRA 2176501 | 2 | 3 | 500 |
| 0010-00257 | 00 10 03 | ANTI-FIRE SYS SOLINOID | VLV S/CONT HEAD IRA 2176502 | 4 | 2 | 1098 |
| 0010-00258 | 00 10 03 | GAS TURBINE ANTIFIRE SYS | ALARM LAMP IRA 2176505 | 2 | 2 | 320 |
| 0010-00259 | 00 10 03 | SIREN HALON SYSTEM 120VDC | FARADAY P/N 155 | 1 | 2 | 322.75 |
| 0010-00260 | 00 10 03 | GAS TURBINE ANTIFIRE SYS | HALON VLV W/GAUGE IRA 2176507 | 2 | 2 | 1227 |
| 0010-00261 | 00 10 03 | GAS TURBINE ANTI FIRE SYS | HALON CHECK VLV IRA 2176508 | 2 | 2 | 260 |
| 0010-00262 | 00 10 03 | GAS TURBINE ANTI FIRE SYS | FLEX PIPE 1 1/2" IRA 2176509 | 2 | 2 | 168 |
| 0010-00263 | 00 10 03 | GAS TURBINE ANTI FIRE SYS | FLEX PIPE 1/4" IRA 2176510 | 2 | 2 | 59 |
| 0010-00264 | 00 10 03 | GAS TURBINE ANTI FIRE SYS | INTERCONNECTOR IRA 2176511 | 2 | 2 | 99 |
| 0010-00265 | 00 10 17 | GAS TURBINE AUX COUP GUARD | GASKET KFZ 280260513 | 5 | 5 | 10 |
| 0010-00266 | 00 10 17 | GAS TURBINE AUX COUP GUARD | GASKET KFZ 281540524 | 5 | 5 | 6.5 |
| 0010-00267 | 00 10 17 | GAS TURBINE LOAD COUPE GUARD | GASKET KFZ 229750514 | 5 | 5 | 18 |
| 0010-00268 | 00 10 17 | GAS TURBINE LOAD COUP GUARD | GASKET KFZ 2820 70514 | 5 | 5 | 15 |
| 0010-00269 | 00 10 17 | GAS TURBINE LOAD COUP GUARD | GASKET KF 281760514 | 5 | 5 | 10 |
| 0010-00270 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 213380594 | 15 | 5 | 2 |
| 0010-00271 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 302230594 | 5 | 5 | 3 |
| 0010-00272 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 253940594 | 5 | 5 | 10 |
| 0010-00273 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 303270594 | 5 | 5 | 3 |
| 0010-00274 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 302240594 | 5 | 5 | 5 |
| 0010-00275 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | GASKET KFZ 303280053 | 5 | 5 | 21 |
| 0010-00276 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | OIL SEAL SMS 23066 | 2 | 2 | 548 |
| 0010-00277 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | OIL SEAL SMS 23101 | 0 | 2 | 470 |
| 0010-00278 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | KLOZURE "O" RING RAZ 13208 | 5 | 5 | 1 |
| 0010-00279 | 00 10 17 | GAS TURBINE ACCESSORY GEAR | KLOZURE "O" RING RAZ 13206 | 5 | 5 | 100 |
| 0010-00280 | 00 10 16 | GAS TURBINE CHAMBER COVER | HELI COIL RFR 33006 | 80 | 80 | 350 |
| 0010-00281 | 00 10 05 | GAS TURBINE VPR.2 | REGULATING PRESS.V.V RVO 01103 | 1 | 1 | 2392 |
| 0010-00747 | | HYD TRANS VALVE | | 1 | 0 | 0 |
| 0010-009144 | | BATTERY CHARGER BRK EHD3060L P3P 60 AI | | 0 | 0 | 0 |
| 0010-01000 | 00 11 01 | GEN BKR KENARD KE 17-16-200 | | 1 | 1 | 41290 |
| 0010-01150 | 00 11 01 | BRUSH GENERATOR EXCITER | | 96 | 120 | 1 |
| 0010-01151 | 00 11 01 | BRUSH HOLDER GEN EXCITER | | 26 | 20 | 1 |
| 0010-01200 | 00 11 06 | GENERATOR | BEARING 330PN13491 | 5 | 4 | 14264.3 |
| 0010-01201 | 00 11 04 | GENERATOR - INSUL BRG RING | 337PN13484/14010 | 4 | 2 | 20465.9 |
| 0010-01202 | 00 11 04 | GENERATOR | HEATER 458PS39125 | 1 | 4 | 3547.4 |
| 0010-01204 | 00 11 04 | GENERATOR | ELECT BLOWERS 360PS39126 | 2 | 2 | 2319.6 |
| 0010-02001 | 00 10 12 | WTR INJ LINEAR TRANSDUCER | GE 311A5178PT10E | 2 | 2 | 1200 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--------------------------------|--------------------------|---|---|-------|
| 0010-02015 | 00 03 01 | BACK FLOPREVENT SPRING ASSY | 902-466 | 2 | 3 | 320 |
| 0010-02016 | 00 03 01 | BACK FLO OUTLET SPRING | 780-343 | 2 | 3 | 67 |
| 0010-02017 | 00 03 01 | BACK FLOW PREVENT RUBBER PARTS | 905-061 | 1 | 6 | 44.29 |
| 0010-02018 | 00 03 01 | BACK FLO PREVENT SEALKIT | 902-584 | 6 | 6 | 170 |
| 0010-02019 | 00 03 01 | BACK FLO PREVENT RELIEF VLV KT | 905-067 | 2 | 3 | 97 |
| 0010-02020 | 00 03 01 | BACK FLOW PREVENT DISC WASHER | 780-398 | 1 | 1 | 25 |
| 0010-02021 | 00 03 01 | BACK FLOW PREVENT SEAT DISC | 905-061 | 1 | 1 | 34.2 |
| 0010-02022 | 00 03 01 | BACK FLOW PREVENT "O" RING | 568-263 | 1 | 1 | 7.8 |
| 0010-02023 | 00 03 01 | BACK FLOW PREVENT DIAPH COVER | 780-372 | 1 | 1 | 82 |
| 0010-02024 | 00 03 01 | BACK FLOW PREVENT DIAPH WASHER | 905-066 | 1 | 1 | 96 |
| 0010-02025 | 00 03 01 | BACK FLOW PREVENT DIAPH SPACER | 780-377 | 1 | 1 | 76 |
| 0010-02026 | 00 03 01 | BACK FLOW PREVENT DISC | WASHER #780-326 | 2 | 2 | 62.15 |
| 0010-02050 | 00 10 11 | DIST FUEL PMP SHAFT | SBQ 01250 | 1 | 0 | 1879 |
| 0010-02051 | 00 10 11 | DIST FUEL PMP IMPELLER | SDM 36720 | 1 | 0 | 2721 |
| 0010-02052 | 00 10 11 | DIST FUEL PMP WEAR RING | SDM 14930 | 1 | 0 | 307 |
| 0010-02053 | 00 10 11 | DIST FUEL PMP WEAR RINGS | SBM14710 | 1 | 0 | 243 |
| 0010-02054 | 00 10 11 | DIST FUEL PMP KEY | FBW 06057 | 0 | 0 | 16 |
| 0010-02055 | 00 10 11 | DIST FUEL PMP KEY | FBW 04038 | 0 | 3 | 30 |
| 0010-02056 | 00 10 11 | DIST FUEL PMP THROTTLE | BUSHING SBM 68521 | 0 | 0 | 538 |
| 0010-02057 | 00 10 11 | DIST FUEL PMP GASKET | KAJ 003102708 | 1 | 0 | 1 |
| 0010-02058 | 00 10 11 | DIST FUEL PMP GASKET | KFZ226890033 | 0 | 0 | 19 |
| 0010-02059 | 00 10 11 | DIST FUEL PMP MECH SEAL | SDO94898 | 0 | 0 | 649 |
| 0010-02060 | 00 10 11 | DIST FUEL PMP SPLIT | RING SBP 48167 | 0 | 0 | 262 |
| 0010-02061 | 00 10 11 | DIST FUEL PMP SPLIT | RING SBP 48156 | 1 | 0 | 150 |
| 0010-02062 | 00 10 11 | DIST FUEL PMP COUPLING | SDP 52270 | 1 | 0 | 1764 |
| 0010-02063 | 00 10 11 | DIST FUEL PMP COUPLING | SDP 52238 | 1 | 0 | 1764 |
| 0010-02100 | 00 10 07 | HYDRAULIC MANIFOLD | CHECK VALVE RVO26335 | 1 | 1 | 225.6 |
| 0010-02101 | 00 10 07 | MAIN HYDRAULIC RELIEF VR21 | RV003428 | 1 | 1 | 200.6 |
| 0010-02102 | 00 10 07 | HYDRAULIC MANIFOLD | DRAIN VALVE RVO15928 | 1 | 1 | 52.2 |
| 0010-02103 | 00 10 05 | AUX PUMP LUBE OIL RPO09952 | WEAR RING | 1 | 1 | 86.2 |
| 0010-02104 | 00 10 05 | AUX PUMP LUBE OIL RPO09952 | IMPELLER | 1 | 1 | 388.9 |
| 0010-02105 | 00 10 05 | AUX PUMP LUBE OIL RPO09952 | SHAFT SLEEVE | 1 | 1 | 250.6 |
| 0010-02106 | 00 10 05 | AUX PUMP LUBE OIL | BEARING BUSHING RPO09952 | 1 | 1 | 266.5 |
| 0010-02107 | 00 10 05 | AUX PUMP LUBE OIL | BUSHING RPO09952 | 1 | 1 | 60.7 |
| 0010-02108 | 00 10 05 | AUX PUMP LUBE OIL | SHAFT WITH KEY RPO09952 | 1 | 1 | 912.9 |
| 0010-02109 | 00 10 05 | AUX PUMP LUBE OIL | V-RING RPO09952 | 1 | 1 | 12.7 |
| 0010-02110 | 00 10 05 | AUX PUMP LUBE OIL | BALL BEARING RPO09952 | 1 | 1 | 60.8 |
| 0010-02111 | 00 10 05 | AUX PUMP LUBE OIL | GASKET COVER RPO09952 | 2 | 1 | 29.8 |
| 0010-02112 | 00 10 05 | AUX PUMP LUBE OIL | GASKET RPO09952 | 1 | 1 | 28.4 |
| 0010-02113 | 00 10 05 | AUX PUMP LUBE OIL | SEAL RING RPO09952 | 1 | 1 | 15.8 |
| 0010-02114 | 00 10 05 | AUX PUMP LUBE OIL | SEAL RING RPO09952 | 1 | 1 | 15.8 |
| 0010-02115 | 00 10 05 | EMERG PUMP LUBE OIL | WEAR RING RPO09951 | 1 | 1 | 104.9 |
| 0010-02116 | 00 10 05 | EMER PUMP LUBE OIL | IMPELLER RPO09951 | 1 | 1 | 454.8 |
| 0010-02117 | 00 10 05 | EMERG PUMP LUBE OIL | WEAR BUSHING RPO09951 | 1 | 1 | 274.5 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|---|------------------------------------|---|---|--------|
| 0010-02118 | 00 10 05 | EMERG PUMP LUBE OIL | BEARING BUSHING RPO09951 | 1 | 1 | 298.2 |
| 0010-02119 | 00 10 05 | EMERG PUMP LUBE OIL | REGISTER BUSHING RPO09951 | 1 | 1 | 60.7 |
| 0010-02120 | 00 10 05 | EMERG PUMP LUBE OIL | SHAFT WITH KEY RPO09951 | 1 | 1 | 1077.3 |
| 0010-02121 | 00 10 05 | EMERGENCY PUMP LUBE OIL | SEAL 35X47X7 V40 223510 | 5 | 1 | 12.7 |
| 0010-02122 | 00 10 05 | EMERG PMP L.O. | BALL BEARING RPO09951 | 1 | 1 | 100.9 |
| 0010-02123 | 00 10 05 | EMERG PMP L.O. | GASKET COVER RPO09951 | 1 | 1 | 29.8 |
| 0010-02124 | 00 10 05 | EMERG PMP L.O. | GASKET RPO09951 | 1 | 1 | 28.4 |
| 0010-02125 | 00 10 05 | EMERG PMP L.O. | SEAL RING RPO09951 | 1 | 1 | 15.8 |
| 0010-02126 | 00 10 05 | EMERG PMP L.O. | SEAL RING RPO09951 | 1 | 1 | 15.8 |
| 0010-02500 | 00 10 08 | STARTER DETROIT DIESEL | 125 VDC | 1 | 1 | 3046 |
| 0010-02940 | | TELPAC AUDIO WARNING ALARM | #520-0581 | 1 | 0 | 1 |
| 0010-02941 | | DELAY TIMER GATE | #420555 | 1 | 1 | 88 |
| 0010-02941 | | delay timer gate #420555 | | 0 | 0 | 0 |
| 0010-02942 | | MULTICODE TRANSMITTER | MODEL 3089 FREQ 300 B/M11 | 1 | 1 | 25 |
| 0010-02942 | | muticode transmitter # 3089 | | 0 | 0 | 0 |
| 0010-02950 | | GATE OPERATOR BRAKE | DISC KIT #920-0012 | 2 | 2 | 15.97 |
| 0010-02950 | | break disk kit #920-0012 | | 0 | 0 | 0 |
| 0010-02951 | | GATE OPERATOR BRAKE PUCK | LEVER ASSEMBLY #420-0311 | 2 | 2 | 39.11 |
| 0010-02951 | | gate break puck lever assembly # 420-0311 | | 0 | 0 | 0 |
| 0010-04050 | 00 10 11 | FALSE START DRN VALVE R SHAW | 84894-A1 G.E. #314A5267P001 | 1 | 1 | 1450 |
| 0010-04051 | 00 10 05 | LUBE OIL COOLER CONTROL | ROBERT SHAW - MN 1010-A2 R 115-1 | 1 | 1 | 1 |
| 0010-04055 | 00 10 11 | FUEL NOZZLE PURGE VALVE | FISCHER #7525722, G.E. # 235A5840F | 0 | 1 | 2640 |
| 0010-04056 | 00 10 19 | REG FILTER VPR54 FISHER CONT | #67AFR-239 35-100 MAX OUT | 1 | 1 | 87.12 |
| 0010-04057 | 00 09 01 | GAS COMP, PRESSURE REG, RECIRC CONTR | FISCHER CONTROLS, #67AFR-R224 | 1 | 2 | 75.68 |
| 0010-05001 | 00 10 12 | WTR INJ PMP INDUCER STUD | ST06AA01AA2 | 2 | 1 | 7.4 |
| 0010-05002 | 00 10 12 | WTR INJ PMP SHAFT SLEEVE/SLGER | SL02AA01DB1 | 2 | 1 | 171.5 |
| 0010-05003 | 00 10 12 | WTR INJ PMP TAB WASHER | WA02AA01DB2 | 2 | 1 | 2 |
| 0010-05004 | 00 10 12 | WR INJ PMP FACE SEAL ROTATING | RJ09AA02RE | 2 | 1 | 128.6 |
| 0010-05005 | 00 10 12 | WTR INJ PMP THROTTLE BUSHING | BU02AA08DB1 | 2 | 1 | 97.8 |
| 0010-05006 | 00 10 12 | WTR INJ PMP MECH SEAL 1 1/4 | SE04AA02A | 2 | 1 | 190.3 |
| 0010-05007 | 00 10 12 | WTR INJ PMP SEAL REP KIT | PK0SE02A | 1 | 1 | 66.3 |
| 0010-05008 | 00 10 12 | WTR INJ PMP IMPELLER KEY | KD01AA01BB25069 | 2 | 1 | 7 |
| 0010-05009 | 00 10 12 | WTR INJ PMP GASKET GK01AA02 | | 1 | 2 | 6.7 |
| 0010-05010 | 00 10 12 | WTR INJ PMP O RING REP KIT | RK0RP322VC024DB2 | 3 | 2 | 34.8 |
| 0010-05011 | 00 10 12 | WTR INJ PMP SHAFT ASSY | SH01AB01AB | 2 | 1 | 1082.1 |
| 0010-05012 | 00 10 12 | WTR INJ PMP THRUST WASHER (SAME AS 50 | WA05AA01262 | 1 | 1 | 23.5 |
| 0010-05013 | 00 10 12 | WTR INJ PMP SEAL ASSY | SE04AA06A | 2 | 1 | 214.4 |
| 0010-05014 | 00 10 12 | WTR INJ PMP SEAL REP KIT | RK01SE06A | 1 | 1 | 82.4 |
| 0010-05015 | 00 10 12 | WTE INJECTION PMP "O" RING | 14-043UA | 4 | 4 | 1.1 |
| 0010-05016 | 00 10 12 | WTR INJ PMP SPLINE LUBE | MP01AA10 | 1 | 1 | 4 |
| 0010-05017 | 00 10 12 | WTR INJ PMP HOUSING GASKET | GK01AB01 | 3 | 4 | 2.7 |
| 0010-05018 | 00 10 12 | WTR INJ PMP FACE SHIELD | ROTATING RJ09AA01RE | 2 | 1 | 116.6 |
| 0010-05019 | 00 10 12 | WTR INJ PMP JOURNAL BRG LOWER | BE09AB03 | 2 | 1 | 201 |
| 0010-05020 | 00 10 12 | WTR INJ PMP JOURNAL BRG UPPER | BE09AB04 | 2 | 1 | 130.7 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|------------|--|--------------------------------|---|---|--------|
| 0010-05021 | 00 10 12 | WTR INJ PMP PUMP LUBE | PV01AB01 | 2 | 1 | 190.3 |
| 0010-05022 | 00 10 12 | WTR INJ PMP SHAFT SEAL | 20-019 | 2 | 1 | 4 |
| 0010-05023 | 00 10 12 | WTR INJ PMP "O" RING | 14-040VA | 5 | 4 | 0.3 |
| 0010-05024 | 00 10 12 | WTR INJ PMP OIL FILT | HASTING 142A | 6 | 5 | 8.6 |
| 0010-05025 | 00 10 12 | WTR INJ PMP THRUST WASHER (SAME AS 50 WA05AA01262 | | 1 | 1 | 23.5 |
| 0010-05026 | 00 10 12 | WTR INJ PMP BALL BRG FAF 308K | | 4 | 2 | 21.4 |
| 0010-05029 | | GAS VALVE ORBIT GP-6 | STEM PACKING 1 LB CAN A0055 | 0 | 2 | 36 |
| 0010-05049 | 00 09 01 | CASE LEVEL CONTROL LINCOLN | 880496 | 1 | 2 | 132 |
| 0010-05240 | | LEVEL SW W/SS FLOAT | MURPHYS MODEL L1200 | 2 | 2 | 146.5 |
| 0010-05241 | | LEVEL SW W/SS FLOAT | MURPHY'S MODEL L1200N | 2 | 2 | 162.5 |
| 0010-05242 | | LEVEL SW MURPHY'S | MODEL LM 301EX | 3 | 2 | 165 |
| 0010-05250 | 00 06 | SERVICE AIR V BELT | SUMMIT #6 1437.0 | 3 | 3 | 35.8 |
| 0010-05251 | 00 06 | SERVICE AIR FILTER CARTRIDGE | SUMMIT #602150 | 2 | 3 | 30.7 |
| 0010-05252 | 00 06 | SERVICE AIR CHECK VALVE | SUMMIT #8.0274.1 | 3 | 3 | 66.8 |
| 0010-05253 | 00 06 | SERVICE AIR SOLENOID VALVE | SUMMIT #71368.0 | 3 | 3 | 164.4 |
| 0010-05254 | 00 06 | SERVICE AIR VALVE PLATE | SUMMIT #5.0202.0 | 3 | 3 | 182.2 |
| 0010-05255 | FS1/200 06 | SERVICE AIR MOTOR | SUMMIT #7.2118.1 | 1 | 1 | 709.2 |
| 0010-05256 | 00 06 | SERVICE AIR MOTOR STARTER | SUMMIT #7.3402.0 | 1 | 1 | 87.2 |
| 0010-05257 | 00 06 | SERVICE AIR OVERLOAD RELAY | SUMMIT #7.3455.0 | 1 | 1 | 67.9 |
| 0010-05258 | 00 06 | SERVICE AIR BASE | SUMMIT #7.3465.0 | 1 | 1 | 19.5 |
| 0010-05259 | 00 06 01 | SRVICE AIR FUSE | SUMMIT #7.3300.0 | 3 | 3 | 4.5 |
| 0010-05260 | 00 06 | SERVICE AIR TRANSFORMER | SUMMIT #7.2220.0 | 1 | 1 | 133.5 |
| 0010-05261 | 00 06 | SERVICE AIR CONTROL RELAY | SUMMIT #7.2066.0 | 1 | 1 | 47 |
| 0010-05262 | 00 06 00 | SERVICE AIR TIME DELAY RELAY | SUMMIT #7.0467.0 | 1 | 1 | 131.2 |
| 0010-05263 | 00 06 | SERVICE AIR SLEEVE C135 | F/FCS-35 CENTRIFUGAL SEP | 1 | 6 | 8 |
| 0010-05264 | 00 06 | SERVICE AIR FILTER CART C320 | FIORF20 | 2 | 2 | 27 |
| 0010-05265 | 00 06 | SERVICE AIR TET-052 | TIMED ELECTRIC TRAP | 1 | 1 | 145 |
| 0010-05266 | 00 06 | SERVICE AIR DRYER OVERLOAD | SUMMIT #5925.572.4 | 1 | 1 | 5 |
| 0010-05267 | 00 06 | SERVICE AIR DRYER START RELAY | SUMMIT 5945.659.5 | 1 | 1 | 11 |
| 0010-05268 | 00 06 | SERVICE AIR DRYER FAN SWITCH | SUMMIT #4130.143.10 | 1 | 1 | 27.5 |
| 0010-05269 | 00 06 | SERVICE AIR DRYER SEP FILTER | SLEEVE SUMMIT #0734 C135 | 2 | 3 | 8 |
| 0010-05300 | 00 10 08 | HYD RATCHET, SELF REGULATING VALVE (VF 665-9-1/2 SS28 P5 | | 3 | 2 | 251.5 |
| 0010-05301 | 00 10 19 | OVERSPEED TRI P | SWITCH RJO17153 | 1 | 1 | 181.4 |
| 0010-05302 | 00 10 19 | OVERSPEED TRI P | PISTON SMR50527 | 1 | 1 | 514.5 |
| 0010-05303 | 00 10 19 | OVERSPEED TRI P | SPRING RMR12020 | 1 | 1 | 10.5 |
| 0010-05304 | 00 10 19 | OVERSPEED TRI P | SPRING RMR09342 | 1 | 1 | 19.4 |
| 0010-05305 | 00 10 19 | OVERSPEED TRI P | SPRING RMR09341 | 1 | 1 | 4.7 |
| 0010-05306 | 00 10 19 | OVERSPEED TRI P | GASKET KFZ304550514 | 1 | 1 | 5.3 |
| 0010-05307 | 00 10 19 | OVERSPEED TRI P | SEAL KING KHZ77V88 | 1 | 1 | 18.4 |
| 0010-05308 | 00 10 19 | OVERSPEED TRI P | SEAL RING RAZ11067 | 1 | 1 | 25.2 |
| 0010-05309 | 00 10 19 | OVERSPEED TRI P | FUEL OIL STOP VALVE SMO1551701 | 1 | 1 | 8482.3 |
| 0010-05310 | 00 10 11 | VALVE FUEL OIL BY-PASS | VALVE ASSY SMO1557800 | 1 | 1 | 3061.8 |
| 0010-05311 | 00 10 11 | VALVE FUEL OIL BY-JPASS | CYLINDER HYDRAULIC SMO31062 | 1 | 1 | 1102.5 |
| 0010-05312 | 00 10 08 | CONTROL ASSY HYDR RACHET | SEQUENCY VALVE RVO07008 | 1 | 1 | 3368 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

EXECUTION COPY

| | | | | | | |
|------------|----------|--|--------------------------------|---|---|--------|
| 0010-05313 | 00 10 08 | CONTROL ASSY., HYDR. RACHET | HYDRAULIC FILTER RFO03952 | 0 | 0 | 1 |
| 0010-05314 | 00 10 08 | HYDR. RACHET, SAFETY VALVE (VR3 - 1500 P | HYDRAULIC VALVE RVO37710 | 0 | 0 | 1 |
| 0010-05315 | 00 10 08 | CONTROL ASSY., HYDR RACHET | CHECK VALVE RVO10748 | 0 | 0 | 1 |
| 0010-05316 | 00 10 08 | REGULATOR CRANK MECHANISM | BUSHING SMV25567 | 1 | 1 | 295.1 |
| 0010-05317 | 00 10 08 | REGULATOR CRANK MECHANISM | SPRING RM809373 | 1 | 1 | 15.3 |
| 0010-05318 | 00 10 08 | REGULATOR CRANK MECHANISM | HYDRAULIC CYLINDER SMG31043 | 1 | 1 | 601.7 |
| 0010-05319 | 00 10 08 | STARTING MEANS ARR | SPEED METER RTO00127 | 1 | 1 | 164.4 |
| 0010-05320 | 00 10 08 | STARTING MEANS ARR | DRIVE CABLE RFO30077 | 1 | 1 | 4.5 |
| 0010-05321 | 00 10 08 | STARTING MEANS ARR | SOLENOID VALVE REO03755 | 1 | 1 | 440 |
| 0010-05322 | 00 10 08 | DRIVE MEANS BELT | 815L12 12RIB4 | 1 | 1 | 68.04 |
| 0010-05323 | 00 10 08 | STARTING MEANS ARR | SCREW RVQ21325 | 1 | 1 | 14.7 |
| 0010-05324 | 00 10 08 | STARTING MEANS ARR | WASHER FNP03265 | 1 | 1 | 2.7 |
| 0010-05325 | 00 10 08 | STARTING MEANS ARR | SHEAVE AND HUB RRO38004 | 1 | 1 | 148.6 |
| 0010-05326 | 00 10 08 | STARTING MEANS ARR | KEY RC008751 | 2 | 2 | 8.6 |
| 0010-05328 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | VALVE PLUB SMR60121 | 2 | 2 | 812.7 |
| 0010-05329 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | TICE GUIDE SMV33877 | 2 | 2 | 240.5 |
| 0010-05330 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | HY. CYLINDER SMO0205400 | 2 | 2 | 461.6 |
| 0010-05331 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | GASKET SMR33874 | 2 | 2 | 7.7 |
| 0010-05332 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | SPRING RMO14566 | 2 | 2 | 872.6 |
| 0010-05333 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | SEAT SPRING SMP33865 | 2 | 2 | 200.6 |
| 0010-05334 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | SEAT VALVE SMR33366 | 2 | 2 | 268.8 |
| 0010-05335 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | STEM VALVE SMR33867 | 2 | 2 | 258.3 |
| 0010-05336 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | SPRING SM033873 | 2 | 2 | 90.3 |
| 0010-05337 | 00 10 10 | STOP/RATIO GAS CONTROL VALVE | SEAT SPRING SMR33879 | 2 | 2 | 42 |
| 0010-05338 | 00 10 10 | STOP/RATIO GAS CONT VLV | PACKING RING SMZ33868 | 4 | 4 | 6 |
| 0010-05339 | 00 10 10 | STOP/RATIO GAS CONT VLV | STUFFING BOX SMV33862 | 2 | 2 | 60 |
| 0010-05340 | 00 10 10 | STOP/RATIO GAS CONT VLV | SEAL RING RAZ11033 | 2 | 2 | 30.7 |
| 0010-05341 | 00 10 10 | STOP/RATIO GAS CONT VLV | RETAINER RING SMV33863 | 2 | 2 | 188.3 |
| 0010-05342 | 00 10 10 | STOP/RATIO GAS CONT VLV | SEAL RING RAZ11070 | 2 | 2 | 30.7 |
| 0010-05343 | 00 10 10 | STOP/RATIO GAS CONT VLV | HY. TRIP RELAY SMG0204601 | 1 | 1 | 1575 |
| 0010-05344 | 00 10 10 | STOP/RATIO GAS CONT VLV | SLEEVE RMP01205 | 3 | 3 | 5.8 |
| 0010-05345 | 00 10 10 | STOP/RATIO GAS CONT VLV | TRANSDUCER (96GC) RTO74274 | 3 | 3 | 1234.9 |
| 0010-05346 | 00 10 10 | STOP/RATIO GAS CONT VLV | BUSHING SMR33875 | 2 | 2 | 180.3 |
| 0010-05347 | 00 10 19 | ACTUATOR ARR, IGV | CYLINDER, HYDRAULIC SMO31042 | 0 | 0 | 0 |
| 0010-05348 | 00 10 19 | ACTUATOR ARR, IGV | BRG MORRIS-FLBG-24 | 0 | 0 | 1 |
| 0010-05349 | 00 10 19 | ACTUATOR ARR, IGV | LIMIT SWITCH RJO13534 | 0 | 0 | 1 |
| 0010-05350 | 00 10 11 | PUMP, ROTARY FUEL OIL | PUMP COMPLETE RPO14540 | 0 | 0 | 1 |
| 0010-05351 | 00 10 11 | FLOW DIVIDER, LIQUID FUEL | FLOW DIVIDER RPO14754 | 0 | 0 | 1 |
| 0010-05352 | 00 10 19 | IGV PIPING ARR | FLUX CONTROL VALVE RVO14107 | 1 | 1 | 351.5 |
| 0010-05353 | 00 10 19 | IGV PIPING ARR | SOLENOID VALVE REO03307 | 1 | 1 | 232.5 |
| 0010-05354 | 00 10 05 | FEED & DRAIN BRG OIL | FLOW SIGHT INDICATOR RJO02147 | 4 | 4 | 52.1 |
| 0010-05355 | 00 10 05 | FEED & DRAIN BRG OIL | FLOW SIGHT, INCICATOR RJO02148 | 0 | 0 | 4 |
| 0010-05356 | 00 10 19 | PIPING ARR, CONTROL OIL | NEEDLE VALVE RVO02829 | 0 | 0 | 1 |
| 0010-05357 | 00 10 19 | PIPING ARR, CONTROL OIL | CHECK VALVE RVO10127 | 0 | 0 | 1 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

EXECUTION COPY

| | | | | | | |
|------------|----------|----------------------------|-------------------------------|----|----|--------|
| 0010-05358 | 00 10 09 | COOLING AND SEALING AIR | SOLENOID VALVE RVO32034 | 1 | 1 | 4524.7 |
| 0010-05359 | 00 10 09 | COOLING AND SEALING AIR | EXPANSION COUPLING RGR27251 | 2 | 2 | 208.6 |
| 0010-05360 | 00 10 09 | COOLING AND SEALING AIR | AIR SEPARATOR REO02427 | 1 | 1 | 327.7 |
| 0010-05361 | 00 10 11 | FLOW DIVIDER | MAGNETIC PICK-UP RRO52936 | 1 | 1 | 192.8 |
| 0010-05362 | 00 10 11 | FLOW DIVIDER | PRESSURE GAUGE RMO30180 | 1 | 1 | 514.8 |
| 0010-05363 | 00 10 11 | FLOW DIVIDER | THERMOSTAT RTO28189 | 1 | 1 | 192.8 |
| 0010-05364 | 00 10 11 | FLOW DIVIDER | HEATER RRO23446 | 1 | 1 | 77.7 |
| 0010-05365 | 00 10 11 | FLOW DIVIDER | KLOSURE RAZ13513 | 1 | 1 | 7.7 |
| 0010-05366 | 00 10 11 | FLOW DIVIDER | KLOZURE RAZ13511 | 1 | 1 | 6.1 |
| 0010-05367 | 00 10 11 | FUEL OIL | GASKET KFZ195500034 | 2 | 2 | 2.3 |
| 0010-05369 | 00 10 11 | FUEL OIL | NEEDLE VALVE RVO02285 | 2 | 2 | 79.4 |
| 0010-05370 | 00 10 11 | FUEL OIL | GASKET KFZ195540034 | 2 | 2 | 2.8 |
| 0010-05371 | 00 10 11 | FUEL OIL | HY. FILTER RFO03950 | 1 | 1 | 26 |
| 0010-05372 | 00 10 11 | FUEL OIL | O-RING RAZ13512 | 2 | 2 | 6.8 |
| 0010-05373 | 00 10 11 | FUEL OIL O-RING | KLOSURE RAZ13653 | 2 | 2 | 10.9 |
| 0010-05374 | 00 10 10 | FUEL GAS | SOLENOID VALVE REO03666 | 1 | 1 | 476.3 |
| 0010-05375 | 00 10 08 | STARTING MEANS PIPING | CHECK VALVE RVO10618 | 1 | 1 | 84.6 |
| 0010-05376 | 00 10 08 | STARTING MEANS PIPING | GASKET RFZ281750034 | 1 | 1 | 21.5 |
| 0010-05377 | 00 10 08 | STARTING MEANS PIPING | O-RING RAZ13512 | 2 | 2 | 6.8 |
| 0010-05378 | 00 10 08 | STARTING MEANS PIPING | VALVE RVO10164 | 1 | 1 | 77.7 |
| 0010-05379 | 00 10 08 | STARTING MEANS PIPING | NEEDLE VALVE RVO02250 | 1 | 1 | 28.7 |
| 0010-05380 | 00 10 08 | STARTING MEANS PIPING | SERVOVALVE REO03461 | 1 | 1 | 982.1 |
| 0010-05381 | 00 10 08 | STARTING MEANS PIPING | GASKET KFZ212880054 | 1 | 1 | 3.2 |
| 0010-05382 | 00 10 08 | STARTING MEANS PIPING | 2" 150 PSI FLEXITALLIC | 0 | 1 | 2.8 |
| 0010-05383 | 00 10 19 | VLV OPER-FUEL NOZZLE PURGE | FISCH.7525722 GE 235A5840P005 | 2 | 1 | 1152.2 |
| 0010-05384 | 00 10 19 | FUEL NOZZLE DRAIN | SOLENOID VALVE REO03764 | 2 | 1 | 342.5 |
| 0010-05386 | 00 10 18 | ATOMIZING AIR | SOLENOID VALVE REO03764 | 20 | 1 | 342.5 |
| 0010-05387 | 00 10 18 | ATOMIZING AIR | THERMOSTAT RTO28079 | 1 | 1 | 245 |
| 0010-05388 | 00 10 18 | ATOMIZING AIR | FILTER RFO02522 | 1 | 1 | 187.1 |
| 0010-05389 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMO29564 | 1 | 1 | 81.7 |
| 0010-05390 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMO29288 | 2 | 1 | 81.7 |
| 0010-05391 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMO29370 | 1 | 1 | 81.7 |
| 0010-05392 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMO29761 | 1 | 1 | 81.7 |
| 0010-05393 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMO30167 | 1 | 1 | 81.7 |
| 0010-05394 | 00 10 19 | IGV ACTUATOR SEAL KIT | #76121 0325 0137 | 5 | 6 | 94.81 |
| 0010-05395 | 00 10 05 | CABINET GAUGE ASSY | PRESSURE GAUGE RMR36755 | 1 | 1 | 373.1 |
| 0010-05396 | 00 10 10 | FUEL GAS FILTER | "Y" TYPE RFO02515 | 0 | 0 | 1 |
| 0010-05397 | 00-08-02 | AIR SEPARATOR | RFO02465 | 1 | 1 | 779.1 |
| 0010-05398 | 00 10 18 | ATOMIZ AIR SEPARATOR | ATOMIZ AIR SEPARATOR RFO02791 | 1 | 1 | 3969 |
| 0010-05399 | 00 10 11 | FUEL OIL FILTER | TRANSFER VALVE RVO08231 | 1 | 1 | 1224.7 |
| 0010-05400 | 00 10 11 | FUEL OIL FILTER | NEEDLE VALVE RVO039810000 | 1 | 1 | 82.2 |
| 0010-05401 | 00 10 11 | FUEL OIL FILTER | NEEDLE VALVE RVO03392 | 2 | 0 | 128.1 |
| 0010-05450 | 00 10 16 | GAS TURBINE TP PACKING | 158A3820P002 | 2 | 4 | 61 |
| 0010-05451 | 00 10 16 | GAS TURBINE TP BOLT | 225A8257P001 | 20 | 20 | 27 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--------------------------------|---------------------------------|-----|-----|-------|
| 0010-05452 | 00 10 16 | S TURBINE TP LKPLATE | 193B7869P003 | 20 | 20 | 8.25 |
| 0010-05453 | 00 10 16 | GAS TURBINE LOCK PLATE | 294A0150P006 | 53 | 40 | 1 |
| 0010-05454 | 00 10 16 | GAS TURBINE HEX NUT | N204P00035 | 60 | 40 | 0.5 |
| 0010-05455 | 00 10 16 | GAS TURBINE TP END SEAL | 256A1893P001 | 20 | 20 | 57.97 |
| 0010-05456 | 00 10 16 | GAS TURBINE XFIRE RET | 919B0310P001 | 20 | 20 | 19 |
| 0010-05457 | FB148 | GAS TURBINE SPKPG SEAL | 158A5831P001 | 2 | 2 | 15 |
| 0010-05458 | 00 10 19 | LIQUID FUEL CHECK VALVE | GE PN 311A5487P005 | 10 | 10 | 123 |
| 0010-05459 | 00 10 19 | PURGE AIR CHECK VALVE | GE-336A2436P001 | 15 | 15 | 109 |
| 0010-05460 | | GAS TURBINE LOCK PLATE | 287A1683P001 | 55 | 22 | 11 |
| 0010-05465 | | LIQUID FUEL CHECK VALVE | REBUILD KIT #MS-6C-4392 KIT | 0 | 10 | 17.4 |
| 0010-05500 | | CVR BRG RBR DR ASSY ST/S | COULDS #B0077B0000 | 0 | 1 | 18.86 |
| 0010-05501 | | BRG BALL | GOULD #8049 305000000 | 0 | 2 | 50.02 |
| 0010-05502 | | DEFLECTOR | GOULDS # a00187B01 | 0 | 2 | 2.46 |
| 0010-05503 | | NUT LK BRG DR ASSY | GOULDS #8601 0005 0000 | 0 | 1 | 4.1 |
| 0010-05504 | | BRG STDY ST/SC | GOULDS #B00266B01 | 0 | 6 | 67.24 |
| 0010-05505 | | SEAL OIL NATIONAL | GOULDS 8690 470410000 | 0 | 1 | 6.8 |
| 0010-05600 | | UNION TEE 8-8-8 JJBZ SS | | 8 | 10 | 32.35 |
| 0010-05601 | | TUBE END RED 12-8 TRBZSS | | 10 | 10 | 11.02 |
| 0010-05602 | | MALE ELBOW 8-6 CBZ SS | | 5 | 10 | 16.63 |
| 0010-05603 | | MALE CONN FBZ SS 8-8 | | 6 | 10 | 12.8 |
| 0010-05604 | | MALE CONN FBZ SS8-4 | | 6 | 10 | 10.1 |
| 0010-05605 | | UNION RED 8-8 HBZ SS | | 7 | 10 | 16.79 |
| 0010-05750 | 00 10 05 | 40 KW HTR CENTRIFUGE | | 1 | 1 | 10850 |
| 0010-05751 | 00 10 05 | 40 KW AUXI HTR COMP | | 1 | 1 | 2875 |
| 0010-05800 | | GASKET FLEX 6 " 150 LB | | 10 | 12 | 4.5 |
| 0010-05801 | | GASKET FLEX 4 " 150 LB | | 10 | 10 | 3.45 |
| 0010-05802 | | GASKET FLEX 3" 3-4-600 API 601 | | 9 | 10 | 2.74 |
| 0010-05803 | | GASKET FLEX 17 x 16 5/8 x 3/16 | | 49 | 50 | 4.34 |
| 0010-05810 | 00 10 07 | GASKET SPIRAL WOUND 3000 PSI | 1 3/4" X 31/32" X 3/16" THICK | 10 | 10 | 5.87 |
| 0010-05811 | 00 10 07 | GASKET SPIRAL WOUND 3000 PSI | 2 1/16" X 1 3/16" X 3/16" THICK | 10 | 10 | 6.31 |
| 0010-05815 | 00 10 16 | GASKET 1"34 600API001 | FUEL NOZZLE FLANGE GASKET | 100 | 100 | 1.88 |
| 0010-05816 | 00 10 16 | GASKET - 11" x 7 3/4" GARLOCK | FUEL NOZZLE GASKET | 38 | 50 | 5.3 |
| 0010-05817 | | GASKET 11/8"ASBESTOS FILL COPP | | 105 | 100 | 1 |
| 0010-05820 | | BALL VLV SEAT & GASKET | 1 1/2" | 1 | 1 | 33 |
| 0010-05821 | | BALL VLV | BALL 1 1/2" | 1 | 1 | 138 |
| 0010-05822 | | BALL VLV SEAT & GASKET | 3 INCH | 1 | 1 | 78 |
| 0010-05823 | | BALL VLV | BALL 3 INCH | 1 | 1 | 445 |
| 0010-05900 | 00 10 08 | FILTER, AIR DIESEL START ENG | VORTOX 160A | 10 | 10 | 52.66 |
| 0010-05901 | 00 10 08 | FILTER LO BALDWIN B-95 | | 1 | 20 | 30.53 |
| 0010-05902 | 00 10 08 | FILTER FO BALDWIN BF-785 | | 0 | 10 | 34.2 |
| 0010-05903 | 00 10 08 | FILTER FO BALDWIN BF-784 | | 0 | 5 | 29.36 |
| 0010-05904 | 00 08 02 | FILTER FO VELCON 1G224TB | | 6 | 3 | 67.1 |
| 0010-05905 | 00 08 02 | FILTER FO VELCON S0424G | | 3 | 1 | 103.9 |
| 0010-05906 | 00 08 02 | FILTER GASKET VELCON GO 495A | | 4 | 2 | 24.8 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|---------------------------------|-------------------------------|----|-----|--------|
| 0010-05907 | 00 09 02 | FILTER GASKET CONSLER 6038VF0 | | 1 | 1 | 91.95 |
| 0010-05908 | 00 10 12 | FILTER GASKET CONSLER 6036VF0 | | 1 | 1 | 50.95 |
| 0010-05909 | 00 09 02 | FILTER GASKET CONSELER 6037VF0 | | 1 | 1 | 69.5 |
| 0010-05910 | 00 11 04 | GEN AIR FILT-PUROLATOR | SERVA-PAK,24x24x36,8 POCK,95% | 36 | 40 | 46.35 |
| 0010-05911 | 00 10 13 | FILTER TURBINE AIR DURACELL | RM60D201-544 | 20 | 20 | 57.95 |
| 0010-05912 | 00 10 12 | FILTER W1 PP SHNDRA 320-0148N7 | | 1 | 1 | 270.9 |
| 0010-05913 | 00 09 02 | FILTER MG SHNDRA 321-1393K140 | | 1 | 1 | 49.25 |
| 0010-05914 | 00 10 05 | FILTER LO REFILCO PL718-5-56 | | 15 | 100 | 17.85 |
| 0010-05915 | 03 09 01 | FILTER GPLO NUGENT 30-400-205 | | 5 | 1 | 34.85 |
| 0010-05916 | 00 10 05 | FILTER HILLIARD PL511-03-022LP | HILLIARD PL511-03-022LPO | 1 | 12 | 20.85 |
| 0010-05917 | 00 10 12 | FILTER BALDWIN B-163 | 88WN GEARBOX | 0 | 5 | 11.95 |
| 0010-05918 | 00 10 07 | FILTER HYD OIL | PALL NO 8C9601FUP11YGE | 48 | 0 | 1 |
| 0010-05919 | 00 10 18 | FILTER PORUS 3/4 x 1 3/4 x 4 | | 7 | 1 | 32 |
| 0010-05920 | 00 10 18 | TURB COMP POURUS FILT #5251 | | 8 | 4 | 39 |
| 0010-05921 | 45 09 01 | FILTER GAS COMPRESSOR L.O. | SHANDRA 320-0288K41 ALAMEDA | 4 | 6 | 245 |
| 0010-05923 | | FILTER HASTINGS #972 | | 0 | 6 | 4.77 |
| 0010-05924 | 00 15 04 | FILTER HASTINGS #851 | FORD F-350 FUEL OIL | 1 | 20 | 9.57 |
| 0010-05925 | 00 15 04 | FILTER HASTINGS #P441 | FORD F-350 LUBE OIL | 1 | 36 | 9.17 |
| 0010-05926 | | AIR CLEANER ASSY | FRAM FA70PLOE | 0 | 2 | 33.27 |
| 0010-05927 | 00 02 03 | FILTER AIR PORTABLE GENERATOR | WIX 42126 | 18 | 4 | 17.49 |
| 0010-05928 | 00 02 03 | FILTER OIL PORTABLE GENERATOR | ISUZU 187810-0751 | 2 | 4 | 9.9 |
| 0010-05929 | 00 02 03 | FILTER GAS PORTABLE GENERATOR | ISUZU 988511-1911 | 1 | 4 | 4.82 |
| 0010-05930 | 00 15 01 | FILTER ELEMENT #32012957 | SHOP COMPRESSOR IR | 2 | 2 | 21.6 |
| 0010-05932 | 00 03 01 | FILTER CARTRIDGE WATER | UNITED FILTERS UC-5-R-30-P | 6 | 30 | 7.64 |
| 0010-05935 | 00 07 01 | BAG FILTER PEIF-25-P2P | DEMIN SYS BEN112 VESSEL | 40 | 50 | 4.21 |
| 0010-05936 | 00 07 01 | BAG FILTER PEIF-05-P2P | DEMIN SYSTEM BFN112 VESSEL | 20 | 50 | 4.21 |
| 0010-05937 | 00 07 01 | BAG FILTER PFIF-01-P2P | DEMIN SYS BFN112 VESSEL | 41 | 50 | 4.95 |
| 0010-05938 | 00 07 01 | GASKET P/N 30090/EGR 3009B | DEMIN SYS MATERIAL B-BFN | 10 | 10 | 5.8 |
| 0010-05940 | | FLOAT VALVE ASSY #5200 | FOR ORF-20 OIL FILTER | 1 | 1 | 24 |
| 0010-05940 | | float valve # 5200 FOUR ORF-20 | | 0 | 0 | 0 |
| 0010-05941 | | FLOAT VALVE ASSY #4170 | FOR FCS-35 WATER SEPARATOR | 1 | 1 | 35 |
| 0010-05941 | | FLOAT VALVE ASSY # 4170 | | 0 | 0 | 0 |
| 0010-05950 | 00 10 05 | DRIVE BELT LUBE OIL COOLER | | 0 | 12 | 7.8 |
| 0010-05950 | | DRIVE BELT LUBE OIL COOLER | | 12 | 0 | 0 |
| 0010-05951 | | DDI SKID DISCHARGE BEARING | #20031 | 0 | 1 | 3.53 |
| 0010-05951 | | DI SKID DISC BEARING#20031 | | 1 | 0 | 0 |
| 0010-05952 | | DI SKID MECHANICAL SEAL | KIT #21174 | 0 | 1 | 40 |
| 0010-05952 | | DI SKID MEC SEAL KIT#21174 | | 1 | 0 | 0 |
| 0010-05953 | | D I SKID PUMP CASING O RING | #20050 | 0 | 1 | 2.2 |
| 0010-05953 | | DI SKID PUMP CASE O-RING #20050 | □□□□1 □□□/ □□□ | 1 | 0 | 0 |
| 0010-05954 | | D I SKID SEAL HOLDER O RING | #20052 | 1 | 1 | 0.65 |
| 0010-05954 | | DI SKID SEAL HOLDER#20052 | | 1 | 0 | 0 |
| 0010-05955 | | DI SKID PUMP SHAFT ASS | #SS1800X-1085 | 1 | 1 | 125.08 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | |
|------------|----------|---|----|----|---------|
| 0010-05955 | | DI SKID PUMP SHAFT ASS# SSI800X-1085 | 1 | 0 | 0 |
| 0010-05956 | | DI SKID INTER BEARING SLEEVE #20033 | 1 | 1 | 13.6 |
| 0010-05956 | | DI SKID INTER BEARING SLEEVE | 1 | 0 | 0 |
| 0010-05975 | 00 07 01 | ULTRA VIOLET LAMP DEMIN SKID | 20 | 6 | 66.75 |
| 0010-05976 | 00 07 01 | BALLAST 118V/60HZ DEMIN SKID | 20 | 1 | 89 |
| 0010-05977 | 00 07 01 | QUARTZ SLEEVE DEMIN SKID | 20 | 2 | 65.8 |
| 0010-05978 | 00 07 01 | "O" RING DEMIN SKIP | 12 | 12 | 2 |
| 0010-05979 | 00 07 01 | FAN 118V/60HZ DEMIN SKID | 2 | 1 | 67.5 |
| 0010-06001 | 00 10 12 | WTR INJ PRESS SWITCH 0-200 PSI | 6 | 6 | 190.35 |
| 0010-06002 | 00 10 12 | WTR INJ PRESS SWITCH 200-300 | 4 | 3 | 210.6 |
| 0010-06003 | 00 10 12 | WTR INJ PRESS SWITCH 3-30 PSI | 3 | 3 | 212.22 |
| 0010-06004 | 00 10 12 | WTR INJ TEMP SWITCH 0-225°F | 1 | 3 | 112.59 |
| 0010-06005 | 00 10 03 | VERTICAL DETECT A FIRE UNIT | 4 | 1 | 91.25 |
| 0010-06006 | 00 10 03 | VERTICAL DETECT A FIRE UNIT | 4 | 1 | 145 |
| 0010-06008 | 00 10 13 | CONTROLLER HUM MON 3127-R-CT | 1 | 1 | 3580 |
| 0010-06009 | 00 10 13 | HUMIDITY SENSOR PROBE | 2 | 2 | 1650 |
| 0010-06011 | | PRESSURE SWITCH 604VA-1 | 3 | 5 | 101 |
| 0010-06012 | | PRESSURE SWITCH 604GA-5 | 6 | 5 | 105 |
| 0010-06013 | 00 03 03 | FENWALL 18021-0, -100 TO 400, CLOSE RISING NO 18021-0 | 8 | 0 | 1 |
| 0010-06014 | | FENWALL 17000-0, -100 TO 400, OPEN RISING NO 17000-0 | 1 | 0 | 1 |
| 0010-06015 | | FENWALL 18023-0, -100 TO 600, CLOSE RISING NO 18023-0 | 1 | 0 | 1 |
| 0010-06016 | 00 03 03 | FENWALL 17020-51, -100 TO 300, OPEN RISING NO 11204-51/17020-51 | 3 | 0 | 1 |
| 0010-06017 | 00 03 03 | FENWALL 20310-0, SNAP ACTION | 3 | 5 | 53.05 |
| 0010-06018 | 00 03 03 | FENWALL 17002-0, -100 TO 600, OPEN RISING | 3 | 5 | 61.75 |
| 0010-06019 | 00 03 03 | FENWALL SWITCH TEMP 17021-0 CLOSING RISING | 3 | 5 | 50.55 |
| 0010-06021 | 03 13 01 | O2 MON CONTROL ASSEMBLY | 1 | 1 | 1882.5 |
| 0010-06022 | 12 13 02 | O2 MON CELL INSTALLATION KIT NO 8039002 NO 80390028-1 | 4 | 4 | 1333 |
| 0010-06023 | 03 13 01 | NOX MON GRAFOIL RING | 1 | 2 | 37 |
| 0010-06025 | 03 13 01 | NOX MON UV LAMP ASSY | 3 | 3 | 250 |
| 0010-06025 | 03 13 01 | NOX MON UV LAMP ASSY | 3 | 3 | 413 |
| 0010-06026 | 03 13 01 | NOX MON GASKET PIN 810001054-1 | 1 | 2 | 11.25 |
| 0010-06027 | 03 13 01 | NOX MON GASKET PIN 810001054-2 | 2 | 2 | 11.25 |
| 0010-06028 | 03 13 01 | NOX MON MAINTENANCE KIT | 1 | 2 | 470.25 |
| 0010-06029 | 03 13 01 | NOX MON SCANNER ASSY | 1 | 3 | 1046.25 |
| 0010-06030 | 03 13 01 | NOX MON SOLINOID KIT | 1 | 1 | 235.5 |
| 0010-06031 | 03 13 01 | NOX MON TRANSCIEVER HTR CONT | 1 | 1 | 185.25 |
| 0010-06032 | 03 13 01 | NOX MON TRANSCIEVER PCB | 1 | 1 | 849 |
| 0010-06033 | 03 13 01 | NOX MON POWER SUPPLY UNICON700 | 1 | 1 | 260.25 |
| 0010-06034 | 03 13 01 | NOX MON TRANSFORMER | 1 | 1 | 210.75 |
| 0010-06035 | 03 13 01 | NOX MON SERIAL DATA ACQ PCB | 1 | 1 | 564 |
| 0010-06037 | 03 13 01 | NOX MON PCB CPU ASSY | 1 | 1 | 2141.25 |
| 0010-06038 | 03 13 01 | NOX MON DAC MULTIMODULE | 1 | 1 | 413.25 |
| 0010-06039 | 03 13 01 | NOX MON I/O MULTIMODULE | 1 | 1 | 654.75 |
| 0010-06040 | 03 13 01 | O2 MON PCB FRONT PANEL | 1 | 1 | 690.75 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|-----------------------------------|---------------------------------|-----|-----|--------|
| 0010-06041 | 03 13 01 | NOX MON CERAM IC FILTER | NO 81001052 | 2 | 2 | 146.25 |
| 0010-06042 | 03 13 01 | NOX MON FILTER GASKETS | NO 81001053 | 1 | 4 | 11.25 |
| 0010-06043 | 03 13 01 | NOX MON BULKHEAD PIGTAILS | | 1 | 1 | 61.5 |
| 0010-06045 | 03 13 01 | SOLINOID REBUILD KIT 302230 | | 6 | 3 | 39.5 |
| 0010-06046 | 03 13 01 | SOLINOID REBUILD KIT K302-448 | | 4 | 3 | 70 |
| 0010-06047 | 03 13 01 | NOX MON PMT POWER | SUPPLY 40000003 | 1 | 1 | 379 |
| 0010-06049 | 03 13 01 | NOX MON DYNODE CHAIN | 81000883-1 | 1 | 1 | 274 |
| 0010-06060 | | THERMOCOUPLE RTO 655017-20 | | 100 | 100 | 1 |
| 0010-06061 | | THERMO COUPLE RTO 655016-20 | | 6 | 9 | 1 |
| 0010-06080 | | FLOWMETER MDL 1-82F6E4 | | 1 | 1 | 1458 |
| 0010-06081 | | FLOWMETER MDL 3/4-82F6E4 | | 1 | 1 | 1430 |
| 0010-06082 | | TRANSMITTER MDL PA109FD | | 2 | 1 | 289 |
| 0010-06090 | | ELECTRONICS PORTION A1500 | VALVE ACTUATOR #A151850XXX | 1 | 1 | 1590 |
| 0010-06100 | 00 13 03 | FUEL WTR RECORDER CHART 0-100 | FOX NO 53001-6TX 3/8C | 58 | 100 | 5.87 |
| 0010-06169 | | GAS VALVE LINEAR POSITION | TRANSDUCER 311A5178P002 | 4 | 4 | 800 |
| 0010-06199 | 00 10 05 | IMMERSION HEATER L.O. TANK | RRO 23720 | 2 | 2 | 588 |
| 0010-06200 | 00 10 19 | WHEELSPACE THERMOCOUPLELE | GE #297A0585P001013 | 11 | 8 | 78.91 |
| 0010-06201 | 00 10 19 | TURBINE CASE - THERMOCOUPLE | RTO65014 | 21 | 2 | 81.4 |
| 0010-06202 | 00 10 19 | TURBINE CASE - THERMOCOUPLE | RTO65016 | 1 | 2 | 69.7 |
| 0010-06203 | 00 10 19 | TURBINE CASE - THERMOCOUPLE | RTO63481 | 1 | 1 | 66.9 |
| 0010-06204 | 00 10 05 | INSTRUM. TURBINE LUBE SYSTEM | THERMOCOUPLE RTO63486 | 1 | 1 | 66.9 |
| 0010-06205 | 00 10 05 | INSTRUM. TURBINE LUBE SYSTEM | THERMOCOUPLE RTO63485 | 1 | 1 | 78.2 |
| 0010-06206 | 00 10 05 | INSTRUM. TURBINE LUBE SYSTEM | TEMPERATURE GAUGE RTO26150 | 1 | 1 | 76 |
| 0010-06207 | 00 10 05 | INSTRUM. TURBINE LUBE SYSTEM | TEMPERATURE GAUGE RTO26152 | 1 | 1 | 76 |
| 0010-06208 | 00 10 10 | GAS FUEL - SERVOVALVE, | MOOG# D077-008, REO-03444 GE#3 | 1 | 1 | 1621.6 |
| 0010-06209 | | CONTROL SYSTEM DEVICE | SERVOVALVE RVO25947 | 1 | 1 | 1621.6 |
| 0010-06210 | | TRANSDUCER & SERVOVALVE ARR | TRANSDUCER (96FG) RTO73005 | 1 | 1 | 990.2 |
| 0010-06211 | | CONTROL SYSTEM DEVICE | TRANSDUCER (96CD) RTO73136 | 1 | 1 | 1038.5 |
| 0010-06212 | | CONTROL SYSTEM DEVICE | GASKET KFZ223040594 | 1 | 1 | 4.5 |
| 0010-06213 | | CONTROL SYSTEM DEVICE | GASKET KFZ310090524 | 1 | 1 | 20.4 |
| 0010-06214 | | CONTROL SYSTEM DEVICE | GASKET KFZ227400514 | 1 | 1 | 10.2 |
| 0010-06216 | | CONTROL SYSTEM DEVICE | O-RING RAZ13512 | 2 | 2 | 6.8 |
| 0010-06217 | 00 10 04 | TURB SHAFT MAGNETIC SPEED PICK-UP | AIRPAX 937651, 085 101 0028 84B | 9 | 0 | 3 |
| 0010-06218 | | THERMOCOUPLE, ISUL | THERMOCOUPLE RTO65017 | 0 | 0 | 18 |
| 0010-06219 | 00 10 19 | WHEEL SPACE THERMOCOUPLE | GW #297A0581P004 | 12 | 8 | 91 |
| 0010-06220 | 00 10 05 | IMMERSION HEATER LUBE | WASHER SMR20917 | 3 | 3 | 6.1 |
| 0010-06221 | 00 10 05 | IMMERSION HEATER LUBE | TEMPERATURE SWITCH RTO28074 | 20 | 2 | 690.6 |
| 0010-06222 | 00 10 05 | IMMERSION HEATER LUBE | TEMPERATURE SWITCH RTO28073 | 1 | 4 | 232.5 |
| 0010-06223 | 00 10 19 | IGNITION TRANSFORMER | IGNITION TRANSFORMER RTO44011 | 7 | 2 | 510.3 |
| 0010-06224 | 00 10 19 | IGNITION TRANSFORMER | LOCK WASHER SMR50125 | 0 | 8 | 9.6 |
| 0010-06225 | 00 10 19 | IGNITION TRANSFORMER | CYLINDER SMR31064 | 2 | 2 | 89.6 |
| 0010-06226 | 00 10 19 | IGNITION TRANSFORMER | PISTON SMR50540 | 2 | 1 | 300.5 |
| 0010-06227 | 00 10 19 | IGNITION TRANSFORMER | SPRING RMU14348 | 2 | 2 | 55.5 |
| 0010-06228 | 00 10 19 | IGNITION TRANSFORMER | GASKET KFZ194380704 | 0 | 4 | 15.2 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|---|-----------------------------|---|---|--------|
| 0010-06229 | 00 10 19 | IGNITION TRANSFORMER | SHELL SMR31033 | 2 | 2 | 81.9 |
| 0010-06230 | 00 10 19 | IGNITION TRANSFORMER | SEALANT (100 GR) MAM100055 | 3 | 2 | 13.7 |
| 0010-06231 | 00 10 19 | SPARK PLUG LEAD | SPARK PLUG LEAD SMO1892509 | 1 | 1 | 225.2 |
| 0010-06232 | 00 10 19 | SPARK PLUG LEAD | SPARK PLUG LEAD SMO1892508 | 1 | 1 | 269.9 |
| 0010-06235 | 00 10 03 | GAS DETECTOR | GAS DETECTOR HEAD RAO18195 | 8 | 1 | 1125 |
| 0010-06400 | | GENERATOR BEARING METAL TEMP | SWITCH MASTER GENOVA GEWISS | 1 | 1 | 0 |
| 0010-06400 | | GEN BEARING METAL TEMP SWITCH | | 0 | 0 | 0 |
| 0010-06401 | | LOAD GEAR OIL TEMP R.T.D | 001105 | 0 | 0 | 0 |
| 0010-06402 | | LOAD GEAR TEMP IND | SWITCH MASTER GENOVA | 2 | 1 | 0 |
| 0010-06402 | | LOAD GEAR TEMP SWITCH | | 0 | 0 | 0 |
| 0010-06403 | | GENERATOR R+D ANSALDO | | 1 | 1 | 0 |
| 0010-06404 | | GENERATOR HEATER THERMOSTAT | | 2 | 1 | 0 |
| 0010-06404 | | GEN HEATER T STAT | | 0 | 0 | 0 |
| 0010-06405 | | GENERATOR SLIP RING COOLING | AIR R+D MASTER 1PT 100 DIN | 1 | 1 | 0 |
| 0010-06405 | | GEN SLIP RING COOLING AIR R=D MASTER 11 | | 0 | 0 | 0 |
| 0010-06406 | | GENERATOR COOLING AIR TEMP | INDICATING SWITCH | 1 | 1 | 0 |
| 0010-06406 | | GEN COOLING AIR TEMP SWITCH | | 0 | 0 | 0 |
| 0010-06990 | 00 10 10 | GAS TEMP TRANSD 0-200F | DANIEL M/N 415-11411120 | 1 | 1 | 950 |
| 0010-06995 | 00 10 10 | GAS DP SENSOR MOD | ROSEMNT #1151-0011-0032 | 2 | 1 | 630 |
| 0010-06996 | 00 10 10 | GAS DP TRANSMIT 0-30" H2O | 4-20MA 45VDC 1151DP3E12B2E6 | 1 | 1 | 1005 |
| 0010-06997 | 00 10 10 | GAS DP TRANSMIT 0-125" H2O | 4-20MA 48VDC 1151DP4E12B2E6 | 1 | 1 | 910 |
| 0010-07001 | 00 10 10 | FUEL FLOW COMP POWER SUPP MOD | DE8707 3-2200-017 | 2 | 2 | 285 |
| 0010-07002 | | FUEL FLOW COMP COUNTER 6 DIGIT 5-2201- | | 0 | 0 | 0 |
| 0010-07003 | 00 10 10 | FUEL FLOW COMP DISPLAY LED | 4 DIGIT CE 8663 3-2270-005 | 2 | 2 | 360 |
| 0010-07004 | 00 10 10 | FUEL FLOW COMP PC BOARD NO 1 | 3-2270-002 | 2 | 2 | 515 |
| 0010-07005 | 00 10 10 | FUEL FLOW COMP PC BOARD NO 2 | 32270-004 | 2 | 2 | 350 |
| 0010-07006 | 00 10 10 | FUEL FLOW COMP PC BOARD NO 3 | 3-2270-006 | 2 | 2 | 515 |
| 0010-07012 | | DC POWER SUPPLY STM24-8.2 M20 | EXCITATION SORENSEN CO. | 1 | 1 | 1268 |
| 0010-07012 | | DC POWER SUPPLY STM24-8.2 M20 | | 0 | 0 | 0 |
| 0010-07013 | | DC POWER SUPPLY STM24-21M20 | EXCITATION SORENSEN CO. | 1 | 1 | 1350 |
| 0010-07013 | | DC POWER SUPPLY STM24-21M.20 | | 0 | 0 | 0 |
| 0010-07020 | | TRANSDUCER WATT XL31K5A2 | | 2 | 1 | 460 |
| 0010-07021 | | TRANSDUCER VOLT XLV31K5A2 | | 2 | 1 | 481 |
| 0010-07022 | | TRANSDUCER VOLT VT110A2 | | 1 | 1 | 101 |
| 0010-07036 | | INTERTR 250VA 125VDC-115VAC | | 1 | 1 | 1428 |
| 0010-07040 | 00 10 14 | SPEEDTRONICS ANALOG-DIGITAL CD | DS3800 NDAC1D1D | 2 | 2 | 5159.2 |
| 0010-07041 | 00 10 14 | SPEED TRONICS DISPLAY DRIVER | GE #DA3800HDDA | 1 | 1 | 1853 |
| 0010-07042 | 00 10 14 | SPEEDTRONICS MICRO PROCESSOR | GE #DS53800HMPA | 1 | 1 | 7032 |
| 0010-07043 | 00 10 14 | SPEEDTRONICS ANALOG OUTPUT | GE #DS3800NDAC | 1 | 1 | 4863 |
| 0010-07044 | 00 10 14 | SPEEDTRONICS OVERTEMP TRIP | GW #DS3800NOTA | 1 | 1 | 4981 |
| 0010-07045 | 00 10 14 | SPEEDTRONIX - ITS POWER SUPPLY | PS GE#DS3820PS3A | 2 | 1 | 18669 |
| 0010-07056 | 00 10 12 | FLOW COMPUTER 2272-1112111122 | | 2 | 2 | 2732 |
| 0010-07100 | 00 11 03 | GEN CONT PNL TEMP MONITOR P.C. | BOARD 4734/52132/125 VDC | 3 | 0 | 1 |
| 0010-07101 | 00 11 03 | GEN CONT PNL TEMP MONITOR P.C. | BOARD 4000/1/52132/125 VDC | 2 | 0 | 1 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | | |
|----------------|------------|----------|---------------------------------------|----------------------------|---|---|-------|
| EXECUTION COPY | 0010-07150 | 00 13 03 | DISPOSABLE PENS SERIES 51 | 82-51-1012-03A RED | 8 | 3 | 24.72 |
| | 0010-07151 | 00 13 03 | DISPOSABLE PENS SERIES 51 | 82-51-0213-03A BLUE | 6 | 9 | 24.72 |
| | 0010-07152 | 00 13 03 | DISPOSABLE PENS SERIES 51 | 82-51-2014-03A GREEN | 8 | 9 | 24.72 |
| | 0010-07300 | 00 17 04 | HVAC , SHOP CONTACTOR | HN52KC051 | 0 | 2 | 18.27 |
| | 0010-07300 | | SHOP CONTACTOR #HN52KC051 | | 1 | 0 | 0 |
| | 0010-07301 | | HVAC SHOP CAPACITOR | SINGLE #P291-0503 | 0 | 2 | 5.4 |
| | 0010-07301 | | SHOP CAPACITOR SINGLE # P291-0503 | | 2 | 0 | 0 |
| | 0010-07302 | | HVAC SHOP DEFROST | CONTROL #HK32FA006 | 2 | 2 | 61.04 |
| | 0010-07302 | | SHOP DEFROST CONTROL # HK32FA006 | | 0 | 0 | 0 |
| | 0010-07303 | | HVAC SHOP DEFROST | THERMOSTAT #HH184A079 | 2 | 2 | 12.32 |
| | 0010-07304 | | HVAC SHOP START RELAY | HN61KA001 | 0 | 2 | 1 |
| | 0010-07304 | | SHOP START RELAYP # HN61KA001 | | 0 | 0 | 0 |
| | 0010-07305 | | HVAC SHOP TIME | GUARD #HN67PA024 | 2 | 2 | 51.17 |
| | 0010-07305 | | SHOP TIME GUARD\ □# HN67PA024 | | 0 | 0 | 0 |
| | 0010-07306 | | HVAC SHOP FAN MOTOR | RELAY #HN61KK066 | 1 | 1 | 64.09 |
| | 0010-07307 | | HVAC SHOP FAN MOTOR | #HC40GE460 | 2 | 2 | 107.8 |
| | 0010-07307 | | SHOP FAN MOTORD\ # HC40GE460 | | 0 | 0 | 0 |
| | 0010-07308 | 12-17-04 | HVAC SHOP FAN | BLADE #LAOIRA025 | 2 | 2 | 21.49 |
| | 0010-07308 | | SHOP FAN BLADED\ # LAOIRA025 | | 0 | 0 | 0 |
| | 0010-07309 | | HVAC SHOP ACORN | NUTS #316709201 | 8 | 8 | 0.49 |
| | 0010-07309 | | SHOP ACORN NUTS\ ## 316709201 | | 0 | 0 | 0 |
| | 0010-07310 | 00-17-01 | HVAC BOPER THERM START | #P4214006 | 0 | 3 | 23.31 |
| | 0010-07310 | | BOPER THERM START ## P4214006 | | 3 | 0 | 0 |
| | 0010-07311 | | HVAC 2 POLE CONTACTOR | #HN52KC024 | 1 | 3 | 18.27 |
| | 0010-07312 | | HVAC OUTDOOR FAN | MOTOR #HC40VL464 | 0 | 2 | 1 |
| | 0010-07312 | | OUTDOOR FAN MOTOR ## HC40VL464 | | 3 | 0 | 0 |
| | 0010-07313 | 00-17-00 | HVAC OUTDOOR FAN | BLADE #LA01AB200 | 0 | 2 | 1 |
| | 0010-07314 | | HVAC INDOOR FAN | MOTOR #HC43SE463 | 0 | 2 | 1 |
| | 0010-07314 | | INDOOR FAN MOTOR #HC43SE463 | | 2 | 0 | 0 |
| | 0010-07315 | | HVAC OUTDOOR FAN | START CAP #P291-0504 | 3 | 3 | 5.8 |
| | 0010-07316 | | HVAC INDOOR FAN | MOTOR START CAP #P291-1503 | 0 | 3 | 9.87 |
| | 0010-07316 | | INDOOR FAN MOTOR START CAP #P291-1530 | | 3 | 0 | 0 |
| | 0010-07317 | | HVAC CONTROL TRANS | #HT01BD236 | 1 | 2 | 25.34 |
| | 0010-07317 | | CONTROL TRANS#HT01BD236 | | 0 | 0 | 0 |
| | 0010-07318 | | HVAC DEFROST BOARD | #HK32FA006 | 1 | 2 | 41.03 |
| | 0010-07319 | | HVAC DELAY TIMER | #P284-2391 | 1 | 2 | 16.59 |
| | 0010-07319 | | DELAY TIMER #P284-2391 | | 0 | 0 | 0 |
| | 0010-07320 | | HVAC TWO POLE | CONTACTOR #HN61KK066 | 3 | 3 | 20.3 |
| | 0010-07325 | | HVAC BOPER COMPRESSOR | CONTACTOR #P2820311 | 2 | 2 | 7.74 |
| | 0010-07326 | | HVAC BOPER CONTROL | XFMR #HT01AW230 | 0 | 2 | 11.79 |
| | 0010-07326 | | BOPER CONTROL XFMR #HT01AW230 | | 2 | 0 | 0 |
| | 0010-07327 | | HVAC BOPER BLOWER | RELAY #HN680049 | 0 | 2 | 20.03 |
| | 0010-07327 | | BOPER BLOWER RELAY #HN680049 | | 2 | 0 | 0 |
| | 0010-07328 | | HVAC BOPER DEFROST | RELAY #HN61KLO41 | 1 | 2 | 10.22 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|---------------------------------|-----------------------------|----|----|--------|
| 0010-07328 | | BOPER BEFROST RELAY# HN61KLOST | | 0 | 0 | 0 |
| 0010-07329 | | HVAC BOPER DEFROST TIMER | #HK25A2090 | 2 | 2 | 26.96 |
| 0010-07329 | | BOPER DEFROST TIMER #HK25A2090 | | 0 | 0 | 0 |
| 0010-07330 | | HVAC BOPER DEFROST | TSTAT #HH18HA036 | 2 | 2 | 14.8 |
| 0010-07330 | | BOPER DEFROST T STAT #HN18HA036 | | 0 | 0 | 0 |
| 0010-07331 | | HVAC BOPER LOW PRESSURE SWITCH | #HK02ZB038 | 1 | 1 | 13.59 |
| 0010-07331 | | LOW PRESSURE SWITCH #HK02ZB038 | | 0 | 0 | 0 |
| 0010-07500 | 00 14 01 | IRTU 3000 CHASSIS ALS | SEE COMMENTS FOR MORE DESCR | 2 | 2 | 4875 |
| 0010-08888 | | | | 0 | 0 | 0 |
| 0010-09000 | 00 10 01 | MTR CONT SZ4 3TB4 817 0BG4 | | 8 | 4 | 647 |
| 0010-09001 | 00 10 01 | MTR CONT SZ23TB4 417 0BG4 | | 14 | 14 | 288 |
| 0010-09002 | 00 10 01 | MTR CONT SZ3 3TB4 817 0BG4 | | 9 | 8 | 399.6 |
| 0010-09003 | 00 10 01 | MTR CONT SZ03TB4 017 0BG4 | | 9 | 10 | 144 |
| 0010-09004 | 00 10 01 | MTR CONT SZ0 3TC5 217 0AG4 | | 13 | 14 | 1531 |
| 0010-09005 | 00 10 01 | MTR CONT SZ0 3TC4 817 0AG4 | | 6 | 6 | 960 |
| 0010-09006 | 00 10 01 | MTR CONT SZ0 3TC4 417 0AG4 | | 3 | 2 | 254.67 |
| 0010-09007 | 00 10 01 | THRM RLY 3UC5 800 2H 50-80AMP | | 2 | 3 | 183 |
| 0010-09008 | 00 10 01 | THRM RLY 3UA5 900 2B 125-20AMP | | 4 | 4 | 122.3 |
| 0010-09009 | 00 10 01 | THRM RLY 3UA5 900 1J 6.3-10AMP | | 10 | 10 | 122.3 |
| 0010-09010 | 00 10 01 | THRM RLY 3UC5 800 2C 16-25AMP | | 6 | 5 | 183 |
| 0010-09011 | 00 10 01 | THRM RLY 3UC5 800 2E 25-40AMP | | 1 | 2 | 183 |
| 0010-09012 | 00 10 01 | THRM RLY 3UA5 900 2A 10-16AMP | | 2 | 2 | 122.3 |
| 0010-09013 | 00 10 01 | THRM RLY 3UA5 900 1B 1.25-2AMP | | 2 | 2 | 122.3 |
| 0010-09014 | 00 10 01 | THRM RLY 3UA6 200 2H 55-80AMP | | 14 | 14 | 234 |
| 0010-09015 | 00 10 01 | THRM RLY 3UA5 900 2M 32-45AMP | | 6 | 6 | 147 |
| 0010-09016 | 00 10 01 | THRM RLY 3UA5 900 1H 5-8 AMP | | 2 | 2 | 122.3 |
| 0010-09017 | 00 10 01 | THRM RLY 3VC5 800 2G 40-63A | | 1 | 1 | 183 |
| 0010-09018 | 00 10 01 | RELAY OVERLOAD 3UA5000 1C SEMN | | 1 | 1 | 1 |
| 0010-09019 | 00 10 01 | RELAY OVERLOAD OLR2000CS1 S-A | | 2 | 2 | 1 |
| 0010-09020 | 00 10 01 | RELAY OVERLOAD 2UA59001G SIEMN | | 15 | 17 | 1 |
| 0010-09021 | 00 10 01 | RELAY OVERLOAD BA-13A WEST | | 6 | 6 | 1 |
| 0010-09022 | | VOLTAGE CONVERTER | SIEMAN 7PX 8040-0A | 17 | 6 | 168 |
| 0010-09023 | | RELAY TIMING 7PU21-40-7PB30S | | 1 | 1 | 1 |
| 0010-09024 | | RELAY TIMING 7PU22-40-1QB30 S | | 7 | 1 | 128 |
| 0010-09025 | | RELAY TIMING 7PR4140-6PB00 S | | 2 | 2 | 1 |
| 0010-09026 | | RELAY SIEMENS 12VDC | V23016-B0005-A401 | 8 | 6 | 15.08 |
| 0010-09027 | | CONTACTS/MTR.CONT.3TY6480-0A | | 6 | 6 | 216 |
| 0010-09028 | | CONTACTS, AUX CA1 FOR S210- | DS910/710 | 8 | 0 | 0 |
| 0010-09029 | | FIXED & MOVEABLE CONTACTS | SIEMENS ZTY2-440-0A | 5 | 5 | 46.9 |
| 0010-09030 | | RELAY PROT 12FA173K2A GE | | 1 | 1 | 548 |
| 0010-09031 | | RELAY PROT 12HFA53K92H GE | | 1 | 1 | 295 |
| 0010-09032 | 00 01 01 | RELAY PROT 12BDD16B11A GE | | 1 | 1 | 2259 |
| 0010-09033 | 00 01 01 | RELAY PROT 12IFC53A2A GE | | 0 | 1 | 305 |
| 0010-09034 | | RELAY PROT 12IFC51A2A GE | | 1 | 1 | 305 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

EXECUTION COPY

| | | | | | | |
|------------|----------|--------------------------------|--------------------------|----|----|-------|
| 0010-09035 | | RELAY LOCKOUT 12HEA62C238X24 | | 1 | 1 | 502 |
| 0010-09036 | | RELAY LOCKOUT 12HEA62C239X24 | | 1 | 1 | 502 |
| 0010-09037 | | RELAY PROT 12HFA51A42H GE | | 1 | 1 | 192 |
| 0010-09038 | | RELAY PROT 12HFA51A42F GE | | 1 | 1 | 186 |
| 0010-09039 | | RELAY PROT 12HFA151A9H GE | | 1 | 1 | 233 |
| 0010-09040 | | HV-HV NVET BUSH GE 17B606BB | | 4 | 4 | 1050 |
| 0010-09041 | | HV-HV NVET BUSH LAPP B67328 | | 4 | 4 | 3097 |
| 0010-09042 | | LV BUSHING GE 1B869BB | | 6 | 6 | 625 |
| 0010-09043 | | HV LIGHTNING ARR OB 216039 | | 3 | 3 | 2185 |
| 0010-09044 | | HV LIGHTNING ARR OB 216088 | | 3 | 3 | 5110 |
| 0010-09045 | | CURNT TRAN 1.3 M30610156520M | | 3 | 3 | 310 |
| 0010-09046 | | CURN RAN 1.3 R-208-201128M | | 3 | 3 | 560 |
| 0010-09047 | | CURNT TRAN 4.6 R-208-12450M | | 6 | 6 | 390 |
| 0010-09048 | | CURNT TRAN 7 R-068-156585M | | 1 | 1 | 875 |
| 0010-09049 | | CURNT TRAN 7 R-068-201177M | | 1 | 1 | 1150 |
| 0010-09050 | | CT LEAD BLD HKP A-41995 | | 8 | 8 | 95 |
| 0010-09051 | | WINDING TEMP IND 104-104-01 Q | | 0 | 2 | 595 |
| 0010-09052 | | LIQUID TEMP IND104-078-02 Q | | 2 | 2 | 525 |
| 0010-09053 | 00 10 05 | GAUGE OIL LVL QUAL 032-0-28-01 | | 5 | 4 | 220 |
| 0010-09054 | | VALVE RAD TRANTER DS-2288 | | 1 | 1 | 110 |
| 0010-09055 | 00 01 02 | PRESS RELIEF DEVICE OU 208-60U | | 2 | 1 | 325 |
| 0010-09056 | | SWTCH PRD ALARM QU 415-P73E | | 2 | 2 | 95 |
| 0010-09057 | 00 01 01 | RELAY SUDDEN PRESS 900-009-01 | | 2 | 2 | 510 |
| 0010-09058 | | VALVE SPR MIL P-2641-2 | | 2 | 2 | 170 |
| 0010-09059 | | VALVE LTC DRN 1831-51785-3008 | | 1 | 1 | 70 |
| 0010-09060 | | VALVE LTC SMP UNITED 125-T-1 | | 2 | 2 | 25 |
| 0010-09061 | 00 01 02 | VLV CONSERV TNK 1831-517853005 | | 1 | 1 | 70 |
| 0010-09062 | 00 01 02 | FANS COOLING KRENZ TC246HB | | 12 | 12 | 356 |
| 0010-09063 | | COUNTERS DISCH GE 9L26FBD005 | | 2 | 3 | 350 |
| 0010-09064 | | CONTACTOR 120 V/60 HZ | DILOAM KLOCKNER-MOELLER | 1 | 0 | 91.26 |
| 0010-09065 | | CONTACTOR 120V/60HZ | DIL00AM KKOCKNER-MOELLER | 2 | 0 | 91.26 |
| 0010-09066 | | CONTACTOR KIT SIEMENS NO | 3TY6440-0A | 1 | 0 | 60 |
| 0010-09067 | | CONTACTOR KIT SIEMANS NO | 3TY6460-0A | 1 | 0 | 120 |
| 0010-09068 | | CONTACTOR KIT SIEMENS | 3TY6500-0A | 2 | 2 | 385.2 |
| 0010-09070 | 00 01 01 | RELAY PROT KD-11 719B196A11 W | LINE DISTANCE | 0 | 1 | 3755 |
| 0010-09071 | 00 01 01 | RELAY PROT TD-5 293B301A13 W | | 2 | 1 | 930 |
| 0010-09072 | 00 01 01 | RELAY PROT CO-11 265C047A11 W | | 1 | 1 | 558 |
| 0010-09073 | 00 01 01 | RELAY PROT CO-11 289B094A13 W | | 1 | 1 | 662 |
| 0010-09074 | 00 01 01 | RELAY PROT CO-9 288B718A20 W | | 1 | 1 | 592 |
| 0010-09075 | 00 01 01 | RELAY POOT CO-9 288B178A16 W | | 1 | 1 | 592 |
| 0010-09077 | | THERMAL RELAY 3UA50'00-1K | 8-12.5 AMP ADJUSTABLE | 0 | 3 | 48.71 |
| 0010-09077 | | THERMAL RELAY 3UA50'1K8-12.5 | AMP ADJUSTABLE | 3 | 0 | 0 |
| 0010-09078 | | THERMAL RELAY 3UA52 00-1J | 6.3-10 AMP ADJUSTABLE | 3 | 3 | 48.71 |
| 0010-09082 | | PROTECTION RELAY CEE | DTM 7031 (87) | 1 | 1 | 2170 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

EXECUTION COPY

| | | | | | | |
|------------|----------|----------------------------|--------------------------------------|----|---|--------|
| 0010-09083 | | PROTECTION RELAY CEE | HTG 7025 (81) | 1 | 1 | 1493 |
| 0010-09084 | | PROTECTION RELAY CEE | ITI 7521 (46) | 1 | 1 | 3100 |
| 0010-09085 | | PROTECTION RELAY CEE | ITV 7164 (51V) | 1 | 1 | 517 |
| 0010-09086 | | PROTECTION RELAY CEE | RADE 7004 (86 G) | 1 | 1 | 567 |
| 0010-09087 | | PROTECTION RELAY CEE | TTG 7111 (59) | 1 | 1 | 649 |
| 0010-09088 | | PROTECTION RELAY CEE | TTG 7133 (27) | 1 | 1 | 964 |
| 0010-09089 | | PROTECTION RELAY CEE | TTG 7134 240V | 1 | 1 | 964 |
| 0010-09090 | | PROTECTION RELAY CEE | TTGB 7031 | 1 | 1 | 1593 |
| 0010-09091 | | PROTECTION RELAY CEE | WTGA 7131 | 1 | 1 | 1550 |
| 0010-09092 | 00 01 01 | PROTECTION RELAY CEE | YTM 7111 | 1 | 1 | 2484 |
| 0010-09093 | | PROTECTION RELAY CEE | TTG 7134 69,3V | 1 | 0 | 1 |
| 0010-09094 | | RELAY SIEMENS | 3TH 8262 OBG4 | 1 | 1 | 108 |
| 0010-09095 | 00 10 01 | RELAY SIEMENS | 3TH 8022 OBG4 | 20 | 0 | 78 |
| 0010-09096 | | RELAY SIEMENS | 3TH 8244 OB | 17 | 0 | 108 |
| 0010-09097 | | RELAY SIEMENS | 3TH 8364 OB | 5 | 0 | 124 |
| 0010-09098 | | COIL SIEMENS | 3TY6 483-OBG4 | 2 | 0 | 72 |
| 0010-09099 | | COIL SIEMENS | 3TY6 443-OBG4 | 12 | 0 | 48 |
| 0010-09100 | | COIL SIEMENS | 3TY6 463-OBG4 | 6 | 0 | 54 |
| 0010-09101 | | COIL SIEMENS | 3TY6 523-OBG4 | 6 | 0 | 96 |
| 0010-09102 | | COIL SIEMENS | 3TY4 803 OBG4 | 94 | 0 | 46 |
| 0010-09103 | | RELAY THERMAL SIEMENS | 3VA59002E | 1 | 0 | 123 |
| 0010-09104 | | RELAY SIEMENS | 3TB 4010 OA | 3 | 0 | 108 |
| 0010-09105 | | RELAY SIEMENS | 3TH 8280 OA | 4 | 0 | 108 |
| 0010-09106 | | RELAY SIEMENS | 3TH 8040 OA | 6 | 0 | 108 |
| 0010-09107 | | RELAY THERMAL SIEMENS | 3UA50 00-1H | 2 | 0 | 123 |
| 0010-09108 | | RELAY TIMING SIEMENS | 7(I 1540-AB 30 | 1 | 0 | 128 |
| 0010-09109 | | CIRCUIT BKR S212 DC | NO 6 (5A) U440V STOTZ | 7 | 0 | 1 |
| 0010-09110 | | CIRCUIT BKR S212 DC | NO. 9 (8A)V 440V STOTZ | 2 | 0 | 1 |
| 0010-09111 | 00 11 01 | CIRCUIT BKR S212DC | NO. 12 (10A)V 440V STOTZ | 5 | 0 | 1 |
| 0010-09112 | | CIRCUIT BKR S212 DC | NO. 17 (15A)V 440 V STOTZ | 1 | 0 | 1 |
| 0010-09113 | | NO 22 (20A)V 440V STOTZ | | 5 | 0 | 1 |
| 0010-09114 | 00 10 01 | CIRCUIT BKR S212 | NO. 28 (25A)V 380 V STOTZ | 1 | 0 | 1 |
| 0010-09115 | 00 10 01 | CIRCUIT BREAKER SACE | LN32, Im 84, lth 9, C1, In 32 | 3 | 2 | 213.5 |
| 0010-09116 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 155, lth R-11, C3, In 32 | 2 | 2 | 426 |
| 0010-09117 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 112, lth 12, C1, In 32 | 2 | 0 | 213.5 |
| 0010-09118 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 280, lth 27, C1, In 32 | 2 | 2 | 213.5 |
| 0010-09119 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 210, lth R-15, C3, In 32 | 2 | 2 | 1 |
| 0010-09120 | 00 10 01 | CIRCUIT BREAKER SACE | LN32, Im 22, lth 2.5, C3, In 32 | 2 | 0 | 1 |
| 0010-09121 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 63, lth 6.3, C1, In 32 | 1 | 0 | 213.5 |
| 0010-09122 | 00 10 01 | CIRCUIT BREAKER SACE | LN32 3POLE 365A CA | 2 | 0 | 1 |
| 0010-09123 | 00 10 01 | CIRC BRKR SACE LN63 3 POLE | LNA63, Im 650, lth NA, C3, In 63 | 1 | 2 | 685.21 |
| 0010-09124 | 00 10 01 | CIRCUIT BREAKER SACE | LNA63, Im 650, lth NA, C3, In 63 | 2 | 2 | 343.11 |
| 0010-09125 | 00 10 01 | CIRCUIT BREAKER SACE | LNA100, Im 800, lth NA, C1, In 100 | 2 | 0 | 233.95 |
| 0010-09126 | 00 10 01 | CIRCUIT BREAKER SACE | LN125CM, Im 500-1000, lth NA, C3, In | 2 | 2 | 680 |

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|-------------|----------|---------------------------------------|------------------------------------|----|---|--------|
| 0010-09127 | 00 10 01 | CIRCUIT BREAKER SACE | N125, 1m 800, 1th R-80, NA, 125 | 1 | 2 | 183 |
| 0010-09128 | 00 10 01 | CIRCUIT BREAKER SACE | SN160, 1m 1600, 1th R-160, NA, 160 | 0 | 2 | 183 |
| 0010-09128 | 00 10 01 | CIRCUIT BREAKER SACE | N160 3POLE 160-1600A | 1 | 2 | 365 |
| 0010-09129 | 00 10 01 | CIRCUIT BREAKER SACE | SM2, 1m 320, 1th NA, NA, 1n 23 | 1 | 0 | 195.5 |
| 0010-09130 | 00 10 01 | CIRCUIT BREAKER SACE | N630 3POLE 1600-3200A | 2 | 0 | 1 |
| 0010-09131 | 00 10 01 | CIR BKR MULTI 9 ST1 2P 10.3x38 | 500V #15651 MERLIN GERIN | 12 | 0 | 1 |
| 0010-09132 | 00 10 01 | CIRCUIT BKR S212 | NO 6 (5A)V 380V STOTZ | 2 | 0 | 1 |
| 0010-09133 | 00 10 01 | CIRCUIT BKR S212 | K3A 380V STOTZ | 0 | 0 | 1 |
| 0010-09134 | 00 11 03 | TRANSFORMER VOLTAGE | VNP 10-L | 4 | 0 | 1 |
| 0010-09135 | 00 11 03 | TRANSFORMER VOLTAGE | VNP 20 L | 1 | 0 | 1 |
| 0010-09136 | 00 11 03 | TRANSFORMER VOLTAGE | 200VA LEE | 3 | 0 | 1 |
| 0010-09137 | 00 11 03 | TRANSFORMER VOLTAGE | 100 VA E.M.G. | 1 | 0 | 1 |
| 0010-09138 | 00 11 03 | TRANSFORMER VOLTAGE | 15KVA ELECTROMECCANICA | 1 | 0 | 1540 |
| 0010-09139 | 00 11 03 | TRANSFORMER CURRENT 60/5 | CTC 21 CGS TROPICAL | 6 | 0 | 1 |
| 0010-09140 | 00 11 03 | TRANSFORMER CURRENT E.I.L. | 100/5 5S FT-101 REF 10288207 | 5 | 5 | 37 |
| 0010-09141 | 00 11 03 | TRANSFORMER, CURRENT | 400/5A AFD 2C | 2 | 0 | 0 |
| 0010-09142 | | BREAKER SACE LN-32 | IU-16IM155 | 3 | 0 | 5 |
| 0010-09143 | | BREAKER LN63IM450 | 1V43C3 ON THERMAL | 2 | 0 | 0 |
| 0010-09144 | | BATTERY CHARGER BREAKER | EHD3060L 3P 60 AMP | 1 | 1 | 155.55 |
| 0010-09145 | | BATTERY CHARGER BREAKER | EHD0920L 90A 2 POLE 250VDC | 0 | 1 | 155.55 |
| 0010-09145 | | BATTERY CHARGER BRK EHD0920L 90 AMP 2 | | 1 | 0 | 0 |
| 0010-09146 | | BATTERY CHARGER BREAKER | JDB2250L 250 AMP 2 POLE 250V | 1 | 1 | 724.86 |
| 0010-091462 | | BATTERY CHARGER BRK JDB2250L 250 AMP | 2 POLE 225 | 0 | 0 | 0 |
| 0010-09147 | | BATTERY CHARGER BREAKER | KDB2400L 400 AMP 2 POLE 250V | 1 | 1 | 764 |
| 0010-09147 | | BATTERY CHARGER BRK KDB240L 400 AMP 2 | | 0 | 0 | 0 |
| 0010-09150 | 00 11 03 | VOLTMETER JCW96 | 0-15KV | 2 | 0 | 1 |
| 0010-09151 | 00 11 03 | VOLTMETER JCW96 | -400-0-+400V | 1 | 0 | 1 |
| 0010-09154 | 00 11 03 | FREQUENCY METER JWC 96 | 57-63 HZ | 1 | 1 | 1 |
| 0010-09155 | 00 11 03 | WATTMETER JCW96 | 0-30 MW | 1 | 0 | 1 |
| 0010-09156 | 00 11 03 | VARMETER JCW 96 | 0-25M VAR | 1 | 0 | 1 |
| 0010-09157 | 00 11 03 | PHASE METER JCW 96 | 0,5-1-0,5 COS | 1 | 0 | 0 |
| 0010-09161 | 00 11 03 | VOLTMETER JE72 | 0-150 V | 1 | 0 | 1 |
| 0010-09162 | 00 11 03 | VOLTMETER JE72 | 0-600 V | 2 | 0 | 1 |
| 0010-09163 | 00 11 03 | VOLTMETER JW72L | 0-150 V | 2 | 0 | 1 |
| 0010-09164 | 00 11 03 | AMMETER JE 72-55 | 0-60 A | 0 | 0 | 1 |
| 0010-09165 | 00 11 03 | AMMETER JE72-51 | 0-100A | 1 | 0 | 1 |
| 0010-09166 | 00 11 03 | AMMETER JE 72-51 | 0-400A | 3 | 0 | 1 |
| 0010-09167 | 00 11 03 | AMMETER JE72-55 | 0-30 A | 4 | 0 | 1 |
| 0010-09168 | 00 11 03 | METER KWH SIEMENS 7CA4941I | | 1 | 0 | 1 |
| 0010-09169 | | TRANSDUCER | GAS VALVE | 0 | 0 | 4 |
| 0010-09170 | 00 11 03 | TRANSDUCER GA-F | | 2 | 0 | 1 |
| 0010-09171 | 00 11 03 | TRANSDUCER GA-PH4 | | 1 | 0 | 1 |
| 0010-09172 | 00 11 03 | TRANSDUCER GA-1 | | 2 | 0 | 1 |
| 0010-09173 | 00 11 03 | TRANSDUCER GA-P32 | | 1 | 0 | 1 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|---|------------------------------|----|----|---------|
| 0010-09174 | 00 11 03 | TRANSDUCER GA-V | | 2 | 0 | 1 |
| 0010-09175 | 00 11 03 | TRANSDUCER GA-Q32 | | 1 | 0 | 1 |
| 0010-09176 | 00 11 03 | TRANSDUCER POWER FACTOR | TYPE CCT #8754496 IME | 1 | 0 | 1 |
| 0010-09177 | 00 11 03 | TRANSDUCER WATT SCIENTIFIC | COLUMBUS XL31K5A2 | 1 | 2 | 540 |
| 0010-09178 | 00 11 03 | TRANSDUCER VAR SCIENTIFIC | COLUMBUS XLV31K5A2 | 1 | 2 | 520 |
| 0010-09179 | 00 10 01 | MCC PUSH BUTTON | PRI BN C11 ERSCE | 10 | 12 | 1 |
| 0010-09180 | 00 10 01 | MCC PILOT LIGHT RED | BR110 ERSCE | 4 | 0 | 1 |
| 0010-09181 | 00 10 01 | MCC PILOT LIGHT WHITE | ERSCE | 6 | 0 | 1 |
| 0010-09182 | 00 10 01 | MCC PILOT LIGHT GREEN | BR110 ERSCE | 3 | 0 | 1 |
| 0010-09183 | 00 10 01 | MCC SELECTOR SWITCH | SC1 BV BN C11 ERSCE | 10 | 0 | 1 |
| 0010-09184 | 00 10 01 | MCC SWITCH LIMIT | Z-15GQ22 B7 OMRON | 24 | 0 | 18.34 |
| 0010-09185 | 00 10 01 | MCC PUSH BUTTON S2 | RED ERSCE | 30 | 0 | 1 |
| 0010-09186 | 00 10 01 | MCC PUSH BUTTON S3 | GREEN ERSCE | 30 | 0 | 1 |
| 0010-09187 | 00 10 01 | MCC PUSH BUTTON S6 | WHITE ERSCE | 30 | 0 | 1 |
| 0010-09190 | 00 02 04 | TRANSFORMER, RELAY | PROTECTION MICRON 4160V/120V | 1 | 0 | 1 |
| 0010-09191 | 00 11 08 | AUTOMATIC SYNC. RELAY | COUPLER CPR 1 | 3 | 1 | 1920 |
| 0010-09192 | 00 11 08 | AUTOMATIC SYNCRELAY | SYNCHRONIZATION SYNC | 3 | 1 | 1879 |
| 0010-09193 | 00 11 08 | AUTOMATIC SYNC RELAY | VOLTAGE EQUILIZER RTA | 3 | 1 | 1400 |
| 0010-09194 | 00 11 08 | AUTOMATIC SYNC RELAY | MEASUREMENTS MES 10 | 3 | 1 | 1610 |
| 0010-09195 | 00 11 08 | AUTOMATIC SYNC RELAY | MEASUREMENTS INTERCO1 | 3 | 1 | 928 |
| 0010-09196 | | VOLTAGE CONV 1 25VDC-24VDC | 125-24-125-3000 | 1 | 1 | 880 |
| 0010-09197 | 00 06 00 | CNTRLO TRANSFORMER 30 KVA | 25-108-973-079 | 1 | 1 | 3018.47 |
| 0010-09198 | 00 06 00 | SERV AIR BKR WEST HMCP007C0C | | 1 | 1 | 289.17 |
| 0010-09199 | 00 06 00 | SERV AIR BKR WEST EDH 3060 | | 1 | 1 | 242.28 |
| 0010-09200 | 00 01 03 | BKR SF6 POLE UNIT 1D61240G30 | 1D61240G30 | 1 | 1 | 12540 |
| 0010-09201 | 00 01 03 | BKR SF6 BUSHING,7351D12G01,1200 AMP,EVI | | 1 | 1 | 1004 |
| 0010-09202 | 00 01 03 | BKR SF6 BUSHING,7351D12G02,1200 AMP,OD | | 1 | 1 | 989 |
| 0010-09203 | 00 01 03 | BKR SF6 PULL ROD | 2289C28H06 | 0 | 1 | 49 |
| 0010-09204 | 00 01 03 | BKR SF6 INTERRUPTOR | 72-280-380-501 | 1 | 1 | 6252 |
| 0010-09205 | 00 01 03 | BKR SF6 SEALRING/PISTON RINGG | 1655B37H03 | 3 | 1 | 24 |
| 0010-09206 | 00 01 03 | BKR SF6 GUIDE SEAL | 1655B77H02 | 6 | 6 | 13 |
| 0010-09207 | 00 01 03 | BKR SF6 GASKET RUSHING FLANGE | 1656B57H01 | 6 | 1 | 22 |
| 0010-09208 | 00 01 03 | BKR SF6 GASKET ACCESS COVER | 1656B57H02 | 3 | 1 | 28 |
| 0010-09209 | 00 01 03 | BKR SF6 RUPTOR DISC | 512A430H04 | 1 | 1 | 80 |
| 0010-09210 | 00 01 03 | BKR SF6 GASKET RUPT DISC INNER | 9040A92H01 | 1 | 1 | 21 |
| 0010-09211 | 00 01 03 | BKR SF6 GASKET RUPT DISC OUTER | 9040A92H02 | 0 | 1 | 0.22 |
| 0010-09212 | 00 01 03 | BKR SF6OPER SHAFTY SEAL ASSY | 7353D33G02 | 1 | 1 | 1.24 |
| 0010-09213 | 00 01 03 | BKR SF6 "O" RING FOR S&S ASSY | 1124C53H33 | 1 | 1 | 0.04 |
| 0010-09214 | 00 01 03 | BKR SF6 WASHER X | 00-659-055-317 | 1 | 1 | 0.01 |
| 0010-09215 | 00 01 03 | BKR SF6 SHIELD | 2869C27H03 | 3 | 1 | 0.37 |
| 0010-09216 | 00 01 03 | BKR SF6 SEAL SHAFT | 2289C31G01 | 3 | 1 | 0.62 |
| 0010-09217 | 00 01 03 | BKR SF6 SHOCK ABSORBER | 1654B08H02 | 1 | 1 | 4.4 |
| 0010-09218 | 0 01 03 | BKR SF6 AIR COMPRESSOR | 266C488H01 | 1 | 1 | 4.97 |
| 0010-09219 | 00 01 03 | BKR SF6 V BELT | BANDO A39 | 1 | 1 | 0.11 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--------------------------------|---------------------------------|-----|----|--------|
| 0010-09220 | 00 01 03 | BKR SF6 CHECK VLV | 153A271H01 | 0 | 1 | 0.37 |
| 0010-09221 | 00 01 03 | BKR SF6 SAFETY VLV | 72-180-626-001 | 5 | 1 | 0.29 |
| 0010-09222 | 00 01 03 | BKR SF6 FLEX HOSE | 2283C33H11 | 1 | 1 | 199 |
| 0010-09223 | 00 01 03 | BKR SF6 CONTROL VLV | 5494C58H04 | 1 | 1 | 386 |
| 0010-09224 | 00 01 03 | BKR SF6 CONTROL VLV SERVE KIT | 4042B02H01 | 0 | 1 | 35 |
| 0010-09225 | 00 01 03 | BKR SF6 PILOT VLV | 5494C58H03 | 0 | 1 | 148 |
| 0010-09226 | 00 01 03 | BKR SF6 PILOT VLV SERV KIT | 4042B01H01 | 0 | 2 | 88.33 |
| 0010-09227 | 00 01 03 | BKR SW SWTCH LOW PRESS & GOV | 516B665H06 | 3 | 1 | 85 |
| 0010-09228 | 00 01 03 | BKR FS6 SWTCH LOW PRESS CUTOFF | 516B665H07 | 1 | 1 | 85 |
| 0010-09229 | 00 01 03 | BKR SF6 COIL TRIP | 72-480-154-010 | 1 | 1 | 135 |
| 0010-09230 | 00 01 03 | BKR SF6 COIL CLOSING | 4042B01H10 | 1 | 1 | 128 |
| 0010-09231 | 00 01 03 | BKR SF6 RELAY X | 1659B27H05 | 2 | 1 | 249 |
| 0010-09232 | 00 01 03 | BKR SF6 RELAY Y | 1659B27H12 | 3 | 1 | 263.33 |
| 0010-09233 | 00 01 03 | BKR SF6 COUNTER MECH | 72-180-411-001 | 1 | 1 | 66 |
| 0010-09234 | 00 01 03 | BKR SF6 TOOLS MAJOR INSP PT KT | 1658B22G01 | 0 | 1 | 712 |
| 0010-09235 | 00 01 03 | BKR SF6 JACK HAND CLOSING | 23B302G03 | 1 | 1 | 618 |
| 0010-09236 | 00 01 03 | BKR SF6 HANDLE CLOSING JACK | 05B7386H03 | 1 | 1 | 46 |
| 0010-09237 | 00 01 03 | BKR SF6 DESICCANT | 1657B11H01 | 1 | 1 | 50 |
| 0010-09238 | 00 01 03 | BKR SF6 GREASE 5.3% SILICONE | W-962-026 | 1 | 1 | 23 |
| 0010-09239 | 00 01 03 | BKR SF6 GREASE BEACON 325 | 512A196G04 | 1 | 1 | 27 |
| 0010-09240 | 00 01 03 | BKR SF6 GREASE MOLYKOTE LUBE | 00-337-271-095 | 1 | 1 | 17 |
| 0010-09241 | 00 01 03 | BKR SF6 LOCTITE 242 | W-946-023 | 1 | 1 | 43 |
| 0010-09242 | 00 01 03 | BKR SF6 SEALANT RTV | W-981-015 | 1 | 1 | 8 |
| 0010-09243 | 00 01 03 | BKR SF6 MOTOR | W-641-257 | 1 | 1 | 145 |
| 0010-09244 | 00 01 03 | BKR SF6 GAUGE PRESS AIR | 1650B29H03 | 0 | 1 | 199 |
| 0010-09245 | 00 01 03 | BKR SF6 SWTCH DENSITY | 7331D28H19 | 2 | 1 | 846 |
| 0010-09246 | 00 01 03 | BKR S6 GAUGE | 9043A61H01 | 4 | 1 | 179 |
| 0010-09250 | 00 01 03 | WEATHER CASE BUSHING KIT | SIEMENS #16588B21G01 | 3 | 2 | 620 |
| 0010-09252 | 00 01 03 | SERVICE KIT NORGRN VALVE | KIT #53475-01 | 0 | 5 | 75 |
| 0010-09253 | 00 01 03 | SERVICE KIT NORGRN VALVE | #4042B02H01 | 0 | 5 | 75 |
| 0010-09256 | | SWITCH COMELECTRIC FR10-2/1 | POS.3 ON-OFF | 1 | 0 | 1 |
| 0010-09258 | | WITCH, COMELECTRIC FR10-2/7 | POS.4 REMOTE-LOCAL | 1 | 0 | 0 |
| 0010-09259 | | SWITCH COMELECTRIC FR10-3/1 | POS 7 MAN-AUTO | 2 | 1 | 1 |
| 0010-09260 | | SWITCH COMELECTRIC FR10-3/1 | POS.1 START-TRIP | 2 | 1 | 1 |
| 0010-09261 | | SWITCH EOMELECTRIC FR10-3/1 | POS 5 RISE-LOW | 2 | 1 | 1 |
| 0010-09262 | | SWITCH COMELECTRIC FR10-4/3 | TR-O-RS | 2 | 0 | 1 |
| 0010-09263 | | SWITCH COMELECTRIC FR-10-62- | 4/1 0-1-2-3 | 1 | 0 | 1 |
| 0010-09266 | 00 01 04 | AIR SWTCH BLADE CONTACT | S.O.60476 P/N 305-011-306 | 21 | 21 | 138 |
| 0010-09267 | 00 01 04 | AIR SWTCH JAW CONTACT FINGERS | P/N 305-789-002 | 105 | 21 | 20 |
| 0010-09268 | 00 01 04 | AIR SWTCH ARCING HORNS | P/N 419/513/501 | 0 | 3 | 50 |
| 0010-09269 | 00 01 04 | AIR SWTCH ALCOA NO. 2 | EJC | 6 | 1 | 18 |
| 0010-09275 | | CAPACITOR ASSEM #2870C75G01 | FOR MOD 72.55P40 | 1 | 1 | 2998 |
| 0010-09280 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, 1m45, 1th 3.2, C3, 1n 32 | 2 | 2 | 546.31 |
| 0010-09281 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, 1m 112, 1th 8, C3, 1n 32 | 2 | 2 | 546.31 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--------------------------------|----------------------------------|----|---|---------|
| 0010-09282 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 210, lth 15, C3, In 32 | 1 | 2 | 546.31 |
| 0010-09283 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 280, lth 20, C3 In 32 | 2 | 2 | 546.31 |
| 0010-09284 | 00 10 01 | CIRCUIT BREAKER SACE | LNA32, Im 63, lth 4.5, C3, In 32 | 2 | 2 | 546.31 |
| 0010-09285 | | CIRCUIT BREAKER SACE | LNA32, Im 550, lth 39, C3, In 32 | 2 | 2 | 546.31 |
| 0010-09298 | 00 10 14 | SPEEDTRONICS PCB | IC3600 SSVFICIB | 1 | 1 | 1533 |
| 0010-09298 | 00 10 14 | SPEEDTRONICS PCB | IC3600 SSVFICIB | 20 | 1 | 0 |
| 0010-09299 | 00 10 14 | SPEEDTRONIC PCB | GE#IC3600STDC1 | 4 | 4 | 1650 |
| 0010-09300 | 00 10 14 | SPEED-TRONIC GE#157B4465G10 | NOISE SUPPRESSOR | 1 | 1 | 168.9 |
| 0010-09301 | 00 10 14 | SPEED-TRONIC GE#157B4465G1 | SUPPRESSOR | 1 | 1 | 578.6 |
| 0010-09302 | 00 10 14 | SPEED-TRONIC REACTOR ASSY | GE#176B9941G1 PA | 1 | 1 | 500.6 |
| 0010-09303 | 00 10 14 | SPEED-TRONIC REACTOR ASSY | GE #176B9941GE CY | 1 | 1 | 392.2 |
| 0010-09304 | 00 10 14 | SPEED-TRONIC REACTOR ASSY | GE#176B9941G3 LW | 1 | 1 | 743.7 |
| 0010-09305 | 00 10 14 | SPEED-TRONIC REACTOR ASSY | GE#176B9941G4 JW | 1 | 1 | 373.6 |
| 0010-09306 | 00 10 14 | SPEED-TRONIC THUMBWHEEL SW | DIGI SW M/N 218A4009B1JC1A4CJ | 1 | 1 | 1365.3 |
| 0010-09307 | 00 10 14 | SPEED-TRONIC PLUG-RELAY | 28VDC600OHM #218A427-11 | 11 | 6 | 119.04 |
| 0010-09308 | 00 10 14 | SPEED-TRONIC PLUG-RELAY 125VDC | MAGNECRAFT ELEC #218A4274-P21 | 8 | 2 | 102.32 |
| 0010-09309 | 00 10 14 | SPEED-TRONIC MIN-TAP SW GRAYHL | 42D36011AJN 218A450 1PAA2A | 1 | 1 | 148.1 |
| 0010-09310 | 00 10 14 | SPEED-TRONIC RELAY SIGMA | 5R026222 218A4717P1 | 1 | 1 | 373.7 |
| 0010-09311 | 00 10 14 | SPEED-TRONIC POWER SUPPLY | DATel VCM-5/200006810 | 1 | 1 | 1220.2 |
| 0010-09312 | 00 10 14 | SPEED-TRONIC 1952 METER | GE# LFE:V202-MJZT-03 | 1 | 1 | 791.5 |
| 0010-09313 | 00 10 14 | SPEED-TRONIC INPULSE COUNTER | KESSLER-ELLIS PROD #64005 | 1 | 1 | 194.3 |
| 0010-09314 | 00 10 14 | SPEED-TRONIC SWITCH KRAUS/ | NAIMER ZAC 087 245A3349P1 | 1 | 1 | 510.1 |
| 0010-09315 | 00 10 14 | SPEED-TRONIC SWITCH KRAUS/ | NAIMER A714 245A3349P3 | 1 | 1 | 205.8 |
| 0010-09316 | 00 10 14 | SPEED TRONICS 3 POS SWITCH | KRAOUS NAIMER A142AC089 | 1 | 1 | 113.69 |
| 0010-09317 | 00 10 14 | SPEED-TRONIC DISPLAY DRIVER | GE#DS3800 HDDA1A1A 6BA01 | 1 | 1 | 1577.2 |
| 0010-09318 | 00 10 14 | SPEED-TRONIC MICRO PROCESSOR | GE#DS3800 OHMPA1M1H | 1 | 1 | 5988 |
| 0010-09319 | 00 10 14 | SPEED-TRONICS MEMORY EXPAND | GE#DS3800 HxPA1F1H | 1 | 1 | 4489.1 |
| 0010-09320 | 00 10 14 | SPEED-TRONIC ANALOG INPUT | GE#DS3800 NADC 1D1D | 1 | 1 | 4326 |
| 0010-09321 | 00 10 14 | SPEED-TRONIC ANALOG OUTPUT | GE#DS3800 NCAC1E1F | 1 | 1 | 4059.9 |
| 0010-09322 | 00 10 14 | SPEED-TRONIC OVERTEMP TRIP | GE# DS3800 NOTA1B1B | 1 | 1 | 4021.5 |
| 0010-09324 | 00 10 14 | SPEED-TROICS TRANSFORMER | GE#1C3506A116E18 | 1 | 1 | 1899.7 |
| 0010-09325 | 00 10 14 | SPEED-TRONICS ANALOG INTERFACE | GE#1C3600AAIB1 REV A 006/01 | 1 | 1 | 817.8 |
| 0010-09326 | 00 10 14 | SPEED-TRONIC EXPAND CARD | GE#1C3600AEXA1C1B 006/02 | 1 | 1 | 407.1 |
| 0010-09327 | 00 10 14 | SPEED-TRONIC TRANSLATING | ISOLAT GE1C3600AIADICID 006/05 | 2 | 2 | 1750 |
| 0010-09328 | 00 10 14 | SPEED-TRONICS JUMPER CARD | GE#1C3600 AJBA1D 006/04 | 2 | 2 | 111.1 |
| 0010-09329 | 00 10 14 | SPEED-TRONIC SING/MULTIPLEX | GE#1C3600AMIP1A1B 006/02 | 1 | 1 | 1909.6 |
| 0010-09330 | 00 10 14 | SPEED-TRONIC OP-AMP | GE#1C3600 A0AL1D1C 006/04 | 1 | 1 | 883.7 |
| 0010-09331 | 00 10 14 | SPEED-TRONIC DLO INTERFACE | GE#IC3600 DLIG1B1C 006/04 | 1 | 1 | 407.1 |
| 0010-09332 | 00 10 14 | SPEED-TRONIC DCL AIR INTERFACE | GE#IC3600 DLIJI REV A 006/01 | 1 | 1 | 256.7 |
| 0010-09333 | 00 10 14 | SPEED-TRONIC INTERFACE | GE#IC3600 DLIK1A1B 006/02 | 1 | 1 | 336.5 |
| 0010-09334 | 00 10 14 | SPEED-TRONIC DIO INTERFACE | G3#IC3600 DLIL1 006/02 REV B | 1 | 1 | 397.8 |
| 0010-09335 | 00 10 14 | SPEED-TRONIC PWR SUP INVERT | GE#IC3600 EPSVIB 006/04 | 1 | 1 | 1271.25 |
| 0010-09336 | 00 10 14 | SPEED-TRONIC 12/5 V REGULATOR | GE#IC3600 EPSW1E1B | 1 | 1 | 873.2 |
| 0010-09337 | 00 10 14 | SPEED-TRONIC 12V LAMP REGULATR | GE#IC3600EPSX1G1H 006/14 | 1 | 1 | 1047.8 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--------------------------------|--------------------------------|---|---|--------|
| 0010-09338 | 00 10 14 | SPEED-TRONIC PC8V REGULATOR | GE#IC3600 EPSY1K1C 006/10 | 1 | 1 | 989.9 |
| 0010-09339 | 00 10 14 | SPEED-TRONICS ACCUNC RELAY | GE#IC3600 KVH1C1B 006/03 | 4 | 4 | 1173.7 |
| 0010-09340 | 00 10 14 | SPEED-TRONIC REED RELAY | GE#IC3600 KRSD2A1C 006/01 | 1 | 1 | 772.8 |
| 0010-09341 | 00 10 14 | SPEED-TRONICS CLOCK/LOGIC | DRIVR GEIC3600 LCDA1C1B 006/04 | 2 | 2 | 654.6 |
| 0010-09342 | 00 10 14 | SPEEDTRONIC GATE EXPANDER | GE#IC3600 LGXA1A 006/01 | 3 | 3 | 285.7 |
| 0010-09343 | 00 10 14 | SPEED-TRONICS INPUT BUFFER | GE#IC3600LIBB1C1B 006/04 | 2 | 4 | 655.8 |
| 0010-09344 | 00 10 14 | SPEED-TRONIC LOGIC INVERTER | GE#IC3600LIVF1A 006/042 | 1 | 1 | 574.9 |
| 0010-09345 | 00 10 14 | SPEEC-TRONIC LOGIC EXPANDER | GE#IC3600LLXA1A 006/04 | 2 | 2 | 307.7 |
| 0010-09346 | 00 10 14 | SPEED-TRONIC RELAY DRIVER | GE#IC3600LRDH1B1D 006/06 | 3 | 3 | 877.9 |
| 0010-09347 | 00 10 14 | SPEED-TRONICS RELAY DRIVER | GE#IC3600 LRDJIA 006/02 | 1 | 1 | 567.9 |
| 0010-09348 | 00 10 14 | SPEED-TRONIC EXPAND AMPLIFTER | GE#IC3600 QEAA0 006/03 ESS | 1 | 1 | 4160.6 |
| 0010-09349 | 00 10 14 | SPEED-TRONIC JUMPER CARD | GE#IC3600 Q1XA168 REV A | 1 | 1 | 283.5 |
| 0010-09350 | 00 10 14 | SPEED-TRONIC CARD | GE#IC3600 QIXA170 REV A | 1 | 1 | 352.1 |
| 0010-09351 | 00 10 14 | SPEED-TRONIC OVERSPEED SENSOR | GE#IC3600Q0XC2UID | 1 | 1 | 1740.5 |
| 0010-09352 | 00 10 14 | SPEED-TRONIC PRINTED CIRCUIT | CD GE#IC3600 SBMB1D1E 006/07 | 1 | 1 | 1434.3 |
| 0010-09353 | 00 10 14 | SPEED-TRONIC COMPONENT BOARD | GE#IC3600 SCBN2A | 1 | 1 | 189.9 |
| 0010-09354 | 00 10 14 | SPEED-TRONIC COMPONENT BOARD | GE#IC3600 SCBA1A | 1 | 1 | 144.6 |
| 0010-09355 | 00 10 14 | SPEED-TRONIC FUEL VLV CONTROL | GE#IC3600SFFK1B 006/0302764 | 1 | 1 | 1672.5 |
| 0010-09356 | 00 10 14 | SPEED-TRONIC FUEL SPLITTER | GE#IC3600 SFKLIA 006/01 | 1 | 1 | 1950.2 |
| 0010-09357 | 00 10 14 | SPD TRONICS GEN DRIVER | G.E.#1C3600SFPB1 | 1 | 1 | 650 |
| 0010-09358 | 00 10 14 | SPEED-TRONIC FUEL FLOW CONTROL | GE#IC3600 SFVCIC 006/03 | 1 | 1 | 805 |
| 0010-09359 | 00 10 14 | SPEEC-TRONIC SINGLE SHAFTAU | GE#IC3600 SHPBIEIC 006/05 | 1 | 1 | 1508.2 |
| 0010-09360 | 00 10 14 | SPEED-TRONIC LOGIC ELEMENT | GE#IC3600 SLEHIGIC 006/06 | 2 | 4 | 882.5 |
| 0010-09361 | 00 10 14 | SPEED-TRONIC LVDT OSCILLTOR | GE#IC3600 SOSG1D1C 006/03 | 1 | 1 | 1870.3 |
| 0010-09362 | 00 10 14 | SPEED-TRONIC SOLENOID FILTER | PCB GE#IC3600 SS FG1B1B 006/03 | 1 | 2 | 292.5 |
| 0010-09363 | 00 10 14 | SPD TRONICS PCB START UP CONT | G.E. #IC3600SSKE1A1D | 1 | 1 | 3537.9 |
| 0010-09364 | 00 10 14 | SPEED-TRONIC SET POINT CONTROL | GE#IC3600 SSLO1H1D 006/029 | 1 | 1 | 1564.9 |
| 0010-09365 | 00 10 14 | SPEED-TRONIC SRV DRIVE | GE#IC3600 SSVD1L1D 006/09 | 1 | 1 | 1533.7 |
| 0010-09366 | 00 10 14 | SPEED-TRONIC SERVO VALVE FEED- | BACK GE#IC3600 SSVE1C1B 006/03 | 1 | 1 | 1451.5 |
| 0010-09367 | 00 10 14 | SPEED-TRONIC SERVOVALVE DRIVE | GE#IC3600 SSVG1C1BQ003126 | 1 | 1 | 960 |
| 0010-09368 | 00 10 14 | SPEED-TRONIC SPEED CONTROL CD | GE#IC3600 SSZD1A 006/00 | 1 | 1 | 1370.7 |
| 0010-09370 | 00 10 14 | SPEED-TRONICS POWER SUPPLY | GE IC3600STSA1 REV A 006/01 | 1 | 1 | 483.4 |
| 0010-09371 | 00 10 14 | SPEED-TRONICS VIBRATION DETECT | GE IC3600 SVDCIFICADS 006/04 | 1 | 1 | 1103.3 |
| 0010-09372 | 00 10 14 | SPEED-TRONICS SPEED SENSOR | GE #1C3600SVSE1H1D 006/03 | 1 | 1 | 1041 |
| 0010-09373 | 00 10 14 | SPEED-TRONIC ANNUNCIATOR | GE IC3600VANA1G1E 006/09 | 4 | 4 | 898.2 |
| 0010-09374 | 00 10 14 | SPEED-TRONIC ANNUNC MASTER | GE IC3600VANB1D1C 006/09783 | 1 | 1 | 580.7 |
| 0010-09375 | 00 10 14 | SPEED-TRONIC ID/A CONVERTER | GEIC3600VDAC1C1B 006/04 | 1 | 1 | 3125.3 |
| 0010-09376 | 00 10 14 | SPEED-TRONIC MECH PROTECTIVE | GE #IC3600VMPA15 006/04 | 1 | 1 | 380.4 |
| 0010-09377 | 00 10 14 | SPEED-TRONIC DESCRIPT OR LOGIC | GE#IC3600 VORA1A 006/01 | 3 | 3 | 291.5 |
| 0010-09378 | 00 10 14 | SPEED-TRONICS REVERSIBLE CNTR | GE #IC3600 VRCC1A 006/02 | 1 | 1 | 469.6 |
| 0010-09379 | 00 10 14 | SPEED-TRONIC POTTED RELAY 28DC | GE IC3603A177CF2 | 1 | 1 | 504.3 |
| 0010-09380 | 00 10 14 | SPEED-TRONIC THERMO PASSIVE | GE IC3606ATCB1B1B 006/01 | 3 | 3 | 4096.1 |
| 0010-09381 | 00 10 14 | SPEED-TRONIC ANNUNC MASTER | GE #IC3606SANB1A | 3 | 3 | 386.4 |
| 0010-09382 | 00 10 14 | SPEED-TRONIC ISOLATED INPUT | GE IC3606SIIIE9C1C 006/04 | 4 | 4 | 2079.7 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | | | |
|------------|----------|--|-------------------------------|-----|-----|---------|
| 0010-09383 | 00 10 14 | SPD TRONICS FLM AMPLIFIER | HONEYWELL #EG1033AA01 | 1 | 4 | 1088.26 |
| 0010-09384 | 00 10 14 | SPEED-TRONIC PCB | GE PWB277A5755G1 | 1 | 1 | 424.4 |
| 0010-09385 | 00 10 14 | SPEED-TRONIC CONNECTOR CARD | GE PWB68A989981 | 2 | 2 | 1495.8 |
| 0010-09386 | 00 10 14 | SPEED-TRONIC RECEPTACLE CARD | GEPWB68A999145-A | 2 | 2 | 1315.8 |
| 0010-09387 | 00 10 14 | SPEED-TROIC STRIP HEATER | WELLMAN SS1152 W250 V240 | 1 | 1 | 67 |
| 0010-09388 | 00 10 14 | SPEED-TRONIC SWITCH | GE # TC2228E902 | 1 | 1 | 26.7 |
| 0010-09389 | 00 10 14 | SPEED-TRONIC INVERT PRI CONTRL | GE #IC3600EPSUINI | 1 | 1 | 953.1 |
| 0010-09390 | 00 11 08 | G C P LOCAL/REMOTE | SWITCH FR10-2/7 | 5 | 5 | 54 |
| 0010-09391 | 00 10 08 | STARTING ELECT RADIATOR | ELECTRIC MOTOR RM038005 | 1 | 0 | 1100 |
| 0010-09395 | | AIR COMPRESSOR SHOP | CONTACT KIT #6-34-2 | 2 | 2 | 129 |
| 0010-09400 | | THERMOSTAT C-14 | FANTINI-SMI (FAN) | 4 | 0 | 1 |
| 0010-09405 | 00 10 02 | CAPACITOR BATTERY CHARGER | 8200 MFD, 200VDC ITELCOND | 4 | 0 | 0 |
| 0010-09406 | 00 10 02 | BATTERY CHARGER PULSE | GENERATOR CARD BORI 3G1-6/2 | 2 | 2 | 665.5 |
| 0010-09407 | 00 10 02 | BATTERY CHARGER AMPLIFIER | CARD BORRI 2 AMPLS | 2 | 2 | 652.5 |
| 0010-09408 | 00 10 02 | BATTERY CHARGER AUXILIARY | RELAY CARD BORR1 2RLT45-80/R | 2 | 2 | 457 |
| 0010-09410 | 00 10 02 | DIODE ST 230S08M-8429 | | 2 | 0 | 1 |
| 0010-09411 | 00 10 02 | DIODE ST 230S08M-8719 | | 0 | 0 | 1 |
| 0010-09412 | 00 10 02 | DIODE SD 150N08M-8746S | | 4 | 0 | 1 |
| 0010-09500 | | BEARING 6309 | | 3 | 2 | 12.65 |
| 0010-09501 | | BEARING 6207 | | 3 | 2 | 4.62 |
| 0010-09502 | | BEARING 6208-2Z-J/C3 | | 3 | 2 | 8.53 |
| 0010-09503 | | BEARING 6205-2RS | | 3 | 1 | 6.81 |
| 0010-09504 | | BEARING 6307 2RS JEM | | 4 | 5 | 15.05 |
| 0010-09750 | | LAMP SYLVANIA 48MB | | 30 | 50 | 1.15 |
| 0010-09751 | | LAMP SYLVANIA 1829 | | 18 | 50 | 0.64 |
| 0010-09752 | | LAMP SYLVANIA 120MB | | 30 | 50 | 1.77 |
| 0010-09753 | | LAMP GEN ELECT 356 | | 30 | 30 | 1.49 |
| 0010-09754 | | LAMP GEN ELECT 755 | | 30 | 30 | 0.96 |
| 0010-09755 | | LAMP LITTL LITE L/F68A7803P5NL | | 50 | 50 | 1.49 |
| 0010-09756 | | LAMP PILOT LIGHT | 60V 2W | 100 | 0 | 1 |
| 0010-09757 | | LAMP AUX | 130V 2.6W | 5 | 0 | 1 |
| 0010-09758 | | MIDGET FLANGED LAMPS | #1505K64 | 15 | 100 | 0.53 |
| 0010-09770 | 00 10 01 | LIGHT BULB 100W 120V ROUGH SEV | GE 100A/RS | 218 | 250 | 1.83 |
| 0010-09800 | | FUSE CLS-12 WEST 1510933602 | | 50 | 6 | 274 |
| 0010-09801 | | FUSE 48KV 20A 677C592G09 WEST | | 8 | 3 | 30.9 |
| 0010-09802 | | FUSE 200 AMP 240 V | BRUSH NO 200 LMT | 8 | 0 | 20.43 |
| 0010-09803 | | FUSE 2A 500V 10x38 | | 76 | 0 | 1 |
| 0010-09804 | | FUSE 4A 500V 10x38 | | 10 | 0 | 1 |
| 0010-09805 | | FUSE MINI 6.3A 250 V 5x20 | | 30 | 0 | 1 |
| 0010-09806 | | FUSE MINI 10A 250V 5x20 | | 40 | 0 | 1 |
| 0010-09807 | | FUSE 50A 500 V | 14 x 51 | 10 | 0 | 1 |
| 0010-09809 | | FUSE P.T. HIGH VOLT BRUSH # | 15/17.5 KV-8CAVZA 15.5 CAVHZE | 0 | 9 | 72.55 |
| 0010-09809 | | FUES P.T. HIGH BRUSH # 15/17.5 KV-8CAVZA | | 9 | 0 | 0 |
| 0010-09810 | | FUSE 15 AMP 500V DUA1 ELEMENT | TIME DELAY | 1 | 9 | 5.7 |

EXECUTION COPY

UNAUDITED SPARE PARTS COMMON TO ALL UNITS

| | | | | |
|------------------------|--|----|-------|----------|
| 0010-09810 | FUES 15 AMP 500V DUEL ELE TIME DELAY | 9 | 0 | 0 |
| 0010-09811 | FUSE CURRENT LIMITING RK5 FRS-R-15-AMP 600V | 12 | 12 | 4.93 |
| 0010-09819 | FUSE CARRIER VWEBER 1 x 38 | 19 | 0 | 1 |
| 0010-09820 | FUSE CARRIER VWEBER PCH 2x38 | 2 | 0 | 1 |
| 0010-09950 00 10 01 | CNTACT CLEANER CRC | 28 | 24 | 11 |
| 0010-09999 | | 0 | 0 | 0 |
| 0010-17303 | SHOP DEFROST T-STAT□A# HH184A079 | 0 | 0 | 0 |
| 0010-9257 | SWITCH, COMELECTRIC FRIO-8/8 O-RS-ST-TR-O-RO-SO-TO | 2 | 0 | 0 |
| 0010-BKR-ITE-(| BOPPER MAIN BRK | 1 | 0 | 0 |
| 0010-ENV-RATI00 07 03 | | 4 | 0 | 0 |
| 0010-PKR-ITE-(| BOPPER DIS TRANSFORMER | 3 | 0 | 0 |
| 0010-TURB-IOC 00 03 03 | FENWAL THERMOSWITCH CONTROL 18002-0 | 1 | 0 | 0 |
| 010-07315 | OUTDOOR FAN START CAP #P291-0504 | 0 | 0 | 0 |
| 1829 | lamps miniature | 15 | 0 | 0 |
| | | | Value | 720655.6 |

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

| equip_nurr | desc_1 | desc_2 | qty_oh | prim_loc | uom | qty_oo | reord_leve | order_up_t | last_cost |
|------------|--------------------------------|----------|--------|----------|-----|--------|------------|------------|-----------|
| 00 09 01 | GAS COMP LUBE GASKET 33149 | | 4 | CW | EA | 0 | 0 | 10 | 0.08 |
| 00 09 01 | GAS COMP LUBE GASKET 33150 | | 47 | CW | EA | 0 | 0 | 10 | 0.09 |
| 00 09 01 | GAS COMP LUBE GASKET 34622 | | 2 | CW | EA | 0 | 0 | 10 | 0.24 |
| 00 09 01 | GAS COMP LUBE "O" RING 34410 | | 10 | CW | EA | 0 | 0 | 10 | 0.46 |
| 00 09 01 | GASCOMP LUBE "O" RING 34437 | | 56 | CW | EA | 0 | 0 | 10 | 0.35 |
| 00 09 01 | GAS COMP LUBE "O" RING 34464 | | 10 | CW | EA | 10 | 0 | 10 | 0.35 |
| 00 09 01 | GAS COMP LUBE "O" RING 34659 | | 28 | CW | EA | 0 | 0 | 10 | 0.4 |
| 00 09 01 | GAS COMP LUBE "O" RING 34685 | | 45 | CW | EA | 0 | 0 | 10 | 0.49 |
| 00 09 01 | GAS COMP LUBE "O" RING 34760 | | 56 | CW | EA | 0 | 0 | 10 | 0.39 |
| 00 09 01 | GAS COMP LUBE BODY 41263 | | 5 | CW | EA | 0 | 0 | 5 | 9.3 |
| 00 09 01 | GAS COMPLUBE ROCKER ARM 41527 | | 5 | CW | EA | 0 | 0 | 5 | 4.5 |
| 00 09 01 | GAS COMP LUBE SPRING 56131 | | 5 | CW | EA | 0 | 0 | 5 | 0.26 |
| 00 09 01 | GAS COMP LUBE CHECK BALL 66003 | | 10 | CW | EA | 0 | 0 | 10 | 0.04 |
| 00 09 01 | GAS COMPLUBE STNR ASSY 69879 | | 5 | CW | EA | 0 | 0 | 5 | 0.71 |
| 00 09 01 | GAS COMP LUBE GAUGE GLS 70167 | | 20 | CW | EA | 0 | 1 | 20 | 1.05 |
| 00 09 01 | GAS COMP LUBE FLUSH ASSY 92877 | | 2 | CW | EA | 0 | 0 | 2 | 11.25 |
| 00 09 01 | GAS COMP LUBE CONNECTOR ASSY | 880004 | 4 | CW | EA | 0 | 0 | 5 | 5.55 |
| 00 09 01 | GAS COMP LUBE SLVE ASSY 880006 | | 4 | CW | EA | 0 | 0 | 5 | 6.45 |
| 00 09 01 | GAS COMP LUBRICATOR | GAUGE GI | 3 | CW | EA | 0 | 0 | 6 | 101.5 |
| 45 09 01 | GAS COMP GASKET SET | ML593966 | 1 | CW | SE | 0 | 0 | 1 | 63 |
| 45 09 01 | GAS COMP THRUST SHOE | W25313P1 | 2 | CW | EA | 0 | 0 | 2 | 140 |
| 45 09 01 | GAS COMP BEARING MAIN | 1R16689D | 2 | CW | SE | 0 | 0 | 2 | 380 |
| 45 09 01 | GAS COMP SEAL OIL | W76556C | 2 | CW | EA | 0 | 0 | 2 | 8.1 |
| 45 09 01 | GAS COMP SWITCH OPRS | WS6795 | 1 | CW | EA | 0 | 0 | 1 | 25 |
| 45 09 01 | GAS COMP RING OIL | 1H34591 | 1 | CW | EA | 0 | 0 | 1 | 270 |
| 45 09 01 | GAS COMP CONN ROD | 1F32150A | 1 | CW | EA | 0 | 0 | 1 | 2795 |
| 45 09 01 | GAS COMP CON ROD BUSHING | R71922A | 1 | CW | EA | 0 | 0 | 1 | 125 |
| 45 09 01 | GAS COMP BOX CRANKPIN | 1H49912 | 1 | CW | EA | 0 | 0 | 1 | 455 |
| 05 09 01 | GAS COMP CROSS HEAD | 1H49923B | 1 | CW | EA | 0 | 0 | 2 | 2590 |
| 04 09 01 | □□□□a □□□h □□□" □□□B□□□. □□□GA | 1H27213B | 2 | CW | EA | 0 | 0 | 2 | 240 |
| 03 09 01 | GAS COMP CROSSHEAD PIN | R171923 | 1 | CW | EA | 0 | 0 | 1 | 460 |
| 45 09 01 | GAS COMP DOWEL | 1007T3 | 1 | CW | EA | 0 | 0 | 1 | 31 |
| 45 09 01 | GAS COMP BUSHING | W31371P1 | 2 | CW | EA | 0 | 0 | 2 | 14.75 |
| 45 09 01 | GAS COMP GASKET LUMBO PMP | R74379 | 4 | CW | EA | 0 | 0 | 4 | 1.15 |
| 45 09 01 | GAS COMP SHAFTS AND GEARS | 1W77792 | 1 | CW | EA | 0 | 0 | 1 | 635 |
| 04 09 01 | GAS COMP VALVE RELIEF | W82718 | 1 | CW | EA | 0 | 0 | 1 | 110 |
| 45 09 01 | GAS COMP VALVE RELIEF | W63792 | 1 | CW | EA | 0 | 0 | 1 | 61 |
| 45 09 01 | GAS COMP FILTER CARTRIDGE | W89688 | 1 | CW | EA | 0 | 0 | 2 | 95 |
| 45 09 01 | GAS COMP VALVE CHECK | 33037417 | 4 | CW | EA | 0 | 0 | 10 | 11.5 |
| 45 09 01 | GAS COMP GASKET W67095 | | 6 | CW | EA | 0 | 0 | 4 | 4.91 |

EXECUTION COPY

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMEDA AND LODI FACILITIES

| | | | | | | | | | |
|----------|--------------------------------|-----------|----|----|----|---|---|----|-------|
| 45 09 01 | GAS COMP PISTON ROD | R72007 | 1 | CW | EA | 0 | 0 | 1 | 1255 |
| 45 09 01 | GAS COMP PISTON ROD COLLAR | W139438 | 0 | CW | EA | 0 | 0 | 1 | 290 |
| 45 09 01 | GAS COMP NUT PISTON | W98966 | 1 | CW | EA | 0 | 0 | 1 | 117.5 |
| 45 09 01 | GAS COMP PISTON 20.50 | 1F32165 | 1 | CW | EA | 0 | 0 | 1 | 3680 |
| 45 09 01 | GAS COMP RING 20.50 PISTON | 1687T20.5 | 1 | CW | EA | 0 | 0 | 2 | 110 |
| 45 09 01 | GAS COMP COLLAR FRAME END | R72004 | 2 | CW | EA | 0 | 0 | 1 | 895 |
| 45 09 01 | GAS COMP COLLAR OUTER END | R72005 | 2 | CW | EA | 0 | 0 | 1 | 895 |
| 45 09 01 | GAS COMP GASKET W78991 | | 1 | CW | EA | 0 | 0 | 1 | 31.5 |
| 45 09 01 | GAS COMP GASKET PKG CASE | X1498729I | 1 | CW | EA | 0 | 0 | 2 | 6 |
| 45 09 01 | GAS COMP RING SET RENEWAL | 31B405 | 20 | CW | SE | 0 | 1 | 2 | 156 |
| 45 09 01 | GAS COMP VALVE 1ST STAGE INLET | 34783746, | 0 | EA | ML | 9 | 0 | 0 | 9 |
| 04 09 01 | GAS COMP PLATE VALVE W135279A | | 12 | CW | EA | 0 | 0 | 18 | 71 |
| 45 09 01 | GAS COMP DAMPING PLATE | W135280A | 33 | CW | EA | 0 | 4 | 60 | 59 |
| 45 09 01 | GAS COMP LOCKNUT W106984 | | 18 | CW | EA | 0 | 0 | 9 | 7.25 |
| 45 09 01 | GAS COMP LIFTWASHER W112395AB | | 36 | CW | EA | 0 | 2 | 36 | 9 |
| 45 09 01 | GAS COMP VALVE 1ST STAGE DISCH | 34768721/ | 9 | CW | EA | 0 | 0 | 9 | 720 |
| 45 09 01 | GAS COMP SPRING SE 1W132336CY | | 11 | CW | SE | 0 | 0 | 9 | 14 |
| 45 09 01 | GAS COMP RING "O"20A11BM445 | | 29 | CW | EA | 0 | 0 | 8 | 7.25 |
| 45 09 01 | GAS COMP GASKET, VALVE | ALAMEDA | 4 | CW | EA | 0 | 0 | 4 | 3.15 |
| 45 09 01 | GAS COMP GASKET W139350 | | 2 | CW | EA | 0 | 0 | 2 | 1.95 |
| 45 09 01 | GAS COMP OIL SCRAPER RING | 28A11G40 | 3 | CW | EA | 0 | 0 | 4 | 15.75 |
| 45 09 01 | GAS COMP GASKET W8604 | SIDE COV | 1 | CW | EA | 4 | 0 | 4 | 7.22 |
| 45 09 01 | GAS COMP LEAD WIRE W111331X 84 | | 3 | CW | EA | 0 | 0 | 2 | 2.35 |
| 45 09 01 | GAS COMP PISTON ROD | R72045 | 1 | CW | EA | 0 | 0 | 1 | 1255 |
| 45 09 01 | GAS COMP PISTON ROD COLLAR | W139438 | 1 | CW | EA | 0 | 0 | 1 | 245 |
| 45 09 01 | GAS COMP PISTON 15.00 | 1F32177 | 1 | CW | EA | 0 | 0 | 1 | 3190 |
| 45 09 01 | GAS COMP RING PISTON 15.00 | X1687T15 | 2 | CW | EA | 0 | 0 | 2 | 58 |
| 45 09 01 | GAS COMP COLLAR FRAME END | R72004P1 | 1 | CW | EA | 0 | 0 | 1 | 77.5 |
| 45 09 01 | GAS COMP COLLAR R72005P1 | | 1 | CW | EA | 0 | 0 | 1 | 775 |
| 45 09 01 | GAS COMP GASKET W139566 | | 5 | CW | SE | 0 | 0 | 1 | 23 |
| 45 09 01 | GAS COMP GASKET X1297T32 | | 1 | CW | EA | 0 | 0 | 1 | 3.2 |
| 45 09 01 | GAS COMP INLET VALVE H67 | MLR51684 | 4 | CW | EA | 0 | 0 | 6 | 720 |
| 45 09 01 | GAS COMP VALVE SEAT | W112411C | 8 | CW | EA | 0 | 0 | 9 | 230 |
| 45 09 01 | GAS COMP SPRING SET 1W106842D | | 22 | CW | SE | 0 | 0 | 6 | 19 |
| 45 09 01 | GAS COMP VALVE PLATE W112416C | | 6 | CW | EA | 0 | 0 | 6 | 53.46 |
| 45 09 01 | GAS COMP LOCKNUT W112406 | | 42 | W | EA | 0 | 1 | 21 | 2.5 |
| 45 09 01 | GAS COMP LIFT WASHER W112395L | | 8 | CW | EA | 0 | 0 | 12 | 9 |
| 45 09 01 | GAS COMP LIFTWASHER W112395F | | 12 | CW | EA | 0 | 0 | 12 | 8 |
| 45 09 01 | GAS COMP DISCHARGE VALVE | MRL51685 | 1 | CW | EA | 0 | 0 | 6 | 720 |
| 45 09 01 | GAS COMP VALVE SEAT | MLR76349 | 2 | CW | EA | 0 | 0 | 15 | 295 |
| 45 09 01 | GAS COMP SPRING SET 1W106842E | | 20 | CW | ST | 0 | 0 | 6 | 13.75 |

EXECUTION COPY

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

EXECUTION COPY

| | | | | | | | | | |
|----------|------------------------------------|------------|----|----|----|---|---|----|--------|
| 45 09 01 | GAS COMP MOTOR REAR BEARING | 7136C16H | 1 | CW | EA | 0 | 0 | 1 | 445.71 |
| 45 09 01 | GAS COMP MOTOR FRONT BEARING | 7136C16H | 1 | CW | EA | 0 | 0 | 1 | 395.86 |
| 45 09 01 | GAS COMP MOTOR BEARING CAP | 2D58920H | 2 | CW | EA | 0 | 0 | 2 | 725.71 |
| 45 09 01 | GAS COMP MOTOR INSULATING | BUSHING | 1 | CW | EA | 0 | 0 | 1 | 837.14 |
| 45 09 01 | GAS COMP MOTOR - COVER GASKET | 4640B05H | 1 | CW | EA | 0 | 0 | 1 | 32.86 |
| 45 09 01 | GAS COMP MOTOR SPACE HEATER | 5896C65H | 2 | CW | EA | 0 | 0 | 2 | 151.43 |
| 03 09 01 | GAS COMP "O" RING CYL HEAD | MA221A | 1 | CW | EA | 0 | 0 | 3 | 4.67 |
| 03 09 01 | GAS COMP "O" RING CLEARANCE | PLG MA2 | 2 | CW | EA | 0 | 0 | 1 | 2.31 |
| 03 09 01 | GAS COMP 'O' RING VALVE COVER | MA24 | 58 | CW | EA | 0 | 1 | 50 | 1.9 |
| | GAS COMP CENTER BOLT 30-312841 | | 12 | CW | EA | 0 | 0 | 12 | 20.46 |
| 45 09 01 | TGAS COMP SPRING SET | NO. 1W11 | 24 | CW | SE | 0 | 0 | 9 | 13.12 |
| 03 09 01 | GAS COMP GASKET VALVE SEAT | MA212 | 35 | CW | EA | 0 | 1 | 35 | 1.92 |
| 03 09 01 | GAS COMP-LODI PACKING RENEWALS | MAC16AC | 0 | CW | EA | 0 | 0 | 2 | 171.92 |
| | GAS COMP DAMPING PLT. SUCT & DISCH | 50-1714 | 32 | CW | EA | 0 | 3 | 48 | 20.28 |
| | GAS COMP SPRING CLOSING DISCH | 60-1714 | 65 | CW | EA | 0 | 6 | 96 | 1.64 |
| | GAS COMP LOCATING PIN 50-2 8 | 50-2.8X16l | 23 | CW | EA | 0 | 1 | 24 | 0.42 |
| | GAS COMP LOCATING PIN 50-2.3 | 50-2.3X14 | 24 | CW | EA | 0 | 1 | 24 | 0.48 |
| | GAS COMP LOCKNUT 30-1018 | | 16 | CW | EA | 0 | 1 | 24 | 1.86 |
| | GAS COMP BOLT LOCK | 30-03H111 | 12 | CW | EA | 0 | 0 | 12 | 0.52 |
| | GAS COMP OIL FILTER GASKET | MA270B | 6 | CW | EA | 0 | 0 | 6 | 1.34 |
| 45 09 01 | GAS COMP LUBRICATOR PUMP | 3-21-3A | 2 | CW | EA | 0 | 0 | 2 | 117.69 |
| | GAS COMP LUBELINE CHECK VALVE | 9-21-1T | 2 | CW | EA | 0 | 0 | 2 | 18.02 |
| | GAS COMP IN LINE FILTER | MA352 | 2 | CW | EA | 0 | 0 | 2 | 64.3 |
| | GAS COMP NO FLOW SHUTDOWN | MA353 | 2 | CW | EA | 0 | 0 | 1 | 228.36 |
| 04 09 01 | GAS COMP BLOCK ASSY | MA255 | 1 | CW | EA | 0 | 0 | 1 | 180.93 |
| | GAS COMP GASKET KIT FC35 | | 1 | CW | SE | 0 | 0 | 1 | 97.9 |
| | GAS COMP GASKET KIT FC35 | | 20 | CW | SE | 0 | 1 | 1 | 97.9 |
| | GAS COMP CROSSHEAD PIN | FC6 | 1 | CW | EA | 0 | 0 | 1 | 181.22 |
| | GAS COMP LOCK BOLT ASSY | FC7 | 1 | CW | EA | 0 | 0 | 1 | 6.68 |
| | GAS COMP MAIN BRG-HALFSHELL | MB10 | 11 | CW | EA | 0 | 0 | 4 | 66.26 |
| | GAS COMP CON ROD BUSHING | MB15 | 4 | CW | EA | 0 | 0 | 4 | 49.5 |
| | GAS COMP CROSSHEAD PIN BUSHING | MB87 | 4 | CW | EA | 0 | 0 | 4 | 39.25 |
| 05 09 01 | GAS COMP SEAT ASSY | 30-313024 | 2 | CW | EA | 0 | 0 | 2 | 118.26 |
| | GAS COMP SEAT 35-313192 | | 4 | CW | EA | 0 | 0 | 4 | 112 |
| 05 09 01 | GAS COMP GUARD | 35-052355 | 2 | CW | EA | 0 | 0 | 2 | 100.58 |
| | GAS COMP VLV GUARD | NO. MLR7 | 3 | CW | EA | 0 | 0 | 3 | 320 |
| | GAS COMP VLV SEAT MLR76349DG1 | | 15 | CW | EA | 0 | 0 | 15 | 320 |
| | GAS COMP VLV GUARD MLR76350DG1 | ALA DISC | 3 | CW | EA | 0 | 0 | 3 | 309 |
| | GAS COMP VLV GD MLR76350FG1 | | 3 | CW | EA | 0 | 0 | 3 | 316 |
| | GAS COMP SEAT ASSY | 35-313192 | 2 | CW | EA | 0 | 0 | 2 | 112 |
| | GAS COMP GAUGE MURPHY | A-25-T-EX | 1 | CW | EA | 0 | 0 | 1 | 169 |

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMADEA AND LODI FACILITIES

| | | | | | | | | | |
|----------|--------------------------------|-----------|----|----|----|---|---|----|---------|
| 45 09 01 | GAS COMP GAUGE MURPHY MDL. | SPL-C-35C | 1 | CW | EA | 0 | 0 | 1 | 378.4 |
| | GAS COMP VIB. SENSOR | MURPHY I | 1 | CW | EA | 0 | 0 | 1 | 125 |
| | GAS COMP GAUGE 0-100 PSI | MURPHY I | 1 | CW | EA | 0 | 0 | 1 | 165 |
| | GAS COMP GAUGE 25-OP-30-EX | | 1 | CW | EA | 0 | 0 | 1 | 192 |
| | GAS COMP MOTOR STARTER NELSON | 7A1-RD-NI | 0 | EA | SZ | 1 | 0 | 0 | 1 |
| | GAS COMP MOTOR STARTER | RA1-RB-NI | 1 | CW | EA | 0 | 0 | 1 | 1345 |
| 03 09 04 | GAS COMP TATTLETAIL MURPHY | 1221-PH | 2 | CW | EA | 0 | 0 | 2 | 21 |
| | GAS COMP BEARING HALF SHELL | MB-1D | 16 | C | EA | 0 | 0 | 8 | 66.26 |
| | GAS COMP THRUST COLLAR | MB-14 | 2 | CW | EA | 0 | 0 | 2 | 18.47 |
| | GAS COMP. AUX DRIVE SPROCKET | MA142 | 1 | CW | EA | 0 | 0 | 1 | 27.2 |
| | GAS COMP "O" RING GUIDE TO FRM | 9-33-102A | 2 | CW | EA | 0 | 0 | 2 | 4.2 |
| | GAS COMP "O" RING OIL RETURN | MA-284 | 4 | CW | EA | 0 | 0 | 4 | 0.14 |
| | GAS COMP "O" RING GUIDE TO CYL | MA282 | 2 | CW | EA | 0 | 0 | 2 | 5.67 |
| | GAS COMP CON ROD W/CAP MD-61 | FC1 | 1 | CW | EA | 0 | 0 | 1 | 1215.29 |
| | GAS COMP CRANKCASE OIL SEAL | MC43 | 2 | CW | EA | 0 | 0 | 2 | 350.54 |
| | GAS COMP OIL SEAL GASKET | MA4 | 3 | CW | EA | 0 | 0 | 3 | 631 |
| | GAS COMP "O" RING OIL GALLERY | END MA- | 2 | CW | EA | 0 | 0 | 2 | 0.34 |
| | GAS COMP "O" RING OIL GALLERY | END MA-1 | 3 | CW | EA | 0 | 0 | 2 | 0.21 |
| | GAS COMP PUMP LUBE OIL | MB-16 | 1 | CW | EA | 0 | 0 | 1 | 306.5 |
| | GAS COMP BEARING OIL PUMP | MA-207 | 2 | CW | EA | 0 | 0 | 2 | 4.16 |
| | GAS COMP GASKET OIL PUMP | MA-48 | 1 | CW | EA | 0 | 0 | 1 | 2.79 |
| | GAS COMP "O" RING VERNIER | HOUSING | 1 | CW | EA | 0 | 0 | 1 | 1.03 |
| | GAS COMP PUMP REPLACEMENT | 880187 | 1 | CW | EA | 0 | 0 | 3 | 117.69 |
| | GAS COMP SPIDER PLASTIC | 9-21-10 | 1 | CW | EA | 0 | 0 | 1 | 11.87 |
| | GAS COMP BRG LUBE DRIVE ASSY | 9-21-1E | 2 | CW | EA | 0 | 0 | 2 | 3.09 |
| | GAS COMP SEAL, LUBE DRIVE ASSY | 9-21-ID | 1 | EA | 9- | 1 | 0 | 0 | 1 |
| | GAS COMP"O"RING HOUSING TO FR | 10-21-1E | 1 | CW | EA | 0 | 0 | 1 | 0.31 |
| | GAS COMP"O"RING COVER TO DRIVE | 10-21-1D | 1 | CW | EA | 0 | 0 | 1 | 0.16 |
| | GAS COMP BUSHING REPLACEMENT | MA-346B | 1 | CW | EA | 0 | 0 | 1 | 9.48 |
| | GAS COMP CHECK VALVE PRELUBE | MP54 | 1 | CW | EA | 0 | 0 | 1 | 88.18 |
| | GAS COMP ELEMENT REPLACEMENT | MA-270W | 1 | CW | EA | 0 | 0 | 1 | 29.1 |
| | GAS COMP GASKET REPLACEMENT | MB-270B | 1 | CW | EA | 0 | 0 | 1 | 1.34 |
| | GAS COMP REGULATOR FRAME OIL | 9-21-1AA | 1 | CW | EA | 0 | 0 | 1 | 84.57 |
| 03 09 01 | GAS COMP-LODI,"O"RING CYL HEAD | MA-221A | 2 | CW | EA | 0 | 0 | 2 | 5.23 |
| 03 09 01 | GAS COMP-LODI, PISTON ROD | ASSEMBL | 1 | CW | EA | 0 | 0 | 1 | 2612.5 |
| 03 09 01 | GAS COMP-LODI, RING PISTON | C368XXTC | 16 | 6C | EA | 0 | 0 | 8 | 13.71 |
| 03 09 01 | GAS COMP VALVE SUCT.30-327107A | LODI | 12 | CW | EA | 0 | 0 | 12 | 320.94 |
| 03 09 01 | GAS COMP VLV DISCH.35-325746-A | LODI | 12 | CW | EA | 0 | 0 | 12 | 363.58 |
| 03 09 01 | GAS COMP ROD PISTON ASSY | RC-352 | 1 | CW | EA | 0 | 0 | 1 | 808.5 |
| | GAS COMP SEAT 30-026295 | | 2 | CW | EA | 0 | 0 | 2 | 112.38 |
| | GAS COMP GUARD 10-026296 | | 2 | CW | EA | 0 | 0 | 2 | 63.86 |

EXECUTION COPY

UNAUDITED SPARE PARTS INVENTORY UNIQUE TO ALAMEDA AND LODI FACILITIES

| | | | | | | | | |
|----------|---|----|----|----|----|-------|----------|--------|
| 04 01 01 | GAS COMP PLATE,VLV 50-004658 | 28 | 8E | | 28 | 0 | 1 | 24 |
| | GAS COMP LIFTWASHER 51-40H099 | 47 | CW | EA | 0 | 3 | 48 | 3.62 |
| | GAS COMP SPRING CLOSING 60-1/5 | 86 | CW | EA | 0 | 6 | 96 | 1.64 |
| | GAS COMP LVL CONT MICRO SW KIT MS-LCE | 4 | CW | EA | 0 | 0 | 5 | 24.96 |
| | GAS CONT REPLACEMENT ASSY RK-LCE | 1 | CW | EA | 0 | 0 | 1 | 129.88 |
| | GAS COMP SIGHT FEED ASSY 880269 | 18 | CW | EA | 0 | 0 | 12 | 31.1 |
| | GAS COMP FLUSHING UNIT ASSY 92877 | 15 | CW | EA | 0 | 0 | 11 | 15 |
| 45 09 01 | GAS COMP VALVE CONTROLLER FISCHER I | 1 | CW | EA | 0 | 0 | 1 | 833 |
| 03 09 01 | GAS COMP, PACKING GASKET MC-13P | 0 | CW | EA | 0 | 0 | 2 | 2.32 |
| 03 09 01 | GAS COMP, PACKING "O" RING MC-13N | 2 | CW | EA | 0 | 0 | 2 | 2.3 |
| 03 09 01 | GAS COMP, SIDE COVER GASKET MB-12 | 7 | CW | EA | 0 | 0 | 8 | 2.63 |
| 05 09 01 | GAS COMP, CROSS HEAD JAM NUT MB-136, 5I | 1 | CW | EA | 0 | 0 | 2 | 65.49 |
| 03 09 01 | GAS COMP, CROSS HEAD JAM NUT S SET SCRE | 2 | CW | EA | 0 | 0 | 2 | 0.45 |
| 45 09 01 | GAS COMP - ALAMEDA, SET SCREW # 109A2A4 | 4 | CW | EA | 0 | 0 | 2 | 0.4 |
| 45 09 01 | GAS COMP - ALAMEDA, CROSS H | 4 | CW | EA | 0 | 0 | 2 | 81 |
| 45 09 01 | GAS COMP - ALAMEDA HEAD GAS | 3 | CW | EA | 0 | 0 | 2 | 10.13 |
| 45 09 01 | GAS COMP - ALAMEDA, LUBRICATOR CASE GAS | 6 | CW | EA | 0 | 0 | 6 | 2.12 |
| 45 09 01 | GAS COMP ALAMEDA GLAND PA | 2 | CW | EA | 0 | 0 | 2 | 405 |
| 04 09 01 | GAS COMP RING RENEWAL, ALAMEDA #3A11D40 | 6 | CW | EA | 0 | 0 | 12 | 44.87 |
| 05 09 01 | GAS COMP RING RENEWAL, ALAMEDA #4A11D40 | 2 | CW | EA | 0 | 0 | 4 | 47.18 |
| | | | | | | Value | 41811.38 | |

EXECUTION COPY

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL AUTHORIZING THE
EXECUTION OF AGREEMENT FOR LAYOFF AND SALE RELATING TO
COMBUSTION TURBINE PROJECT NUMBER ONE

=====

WHEREAS, the City of Lodi has determined that a portion of its entitlement to CT1 Project is surplus to its needs and the sale of such CT1 entitlement is in its best overall interest; and

WHEREAS, the City of Roseville has expressed an interest in procuring Lodi's surplus entitlement in the CT1 Project; and

WHEREAS, all Project Participants, including the Cities of Biggs and Gridley are expected to receive mutual benefits by implementing the terms of the Agreement; and

WHEREAS, the Agreement provides that the City of Lodi will layoff 26.744% of Project Entitlement Percentage in the CT1 units to the City of Roseville which includes assuming Roseville's layoff obligations to the Cities of Biggs and Gridley; and

WHEREAS, said Agreement also provides for the sale of the Roseville CT1 Units to the City of Roseville upon retirement of the bonds for the project and would further provide that the Third Phase Agreement for the CT1 Project would, at the time the bonds for the project are retired, be amended to delete Roseville as a project participant and to add the City of Biggs and the City of Gridley as project participants; and

WHEREAS, Lodi supports the terms and conditions of the negotiated Agreement for Layoff and Sale of Project Entitlement Percentage Relating to Combustion Turbine Project Number One (Agreement).

NOW, THEREFORE BE IT RESOLVED that the Lodi City Council authorizes the City Manager or his designee to execute and administer an Agreement for Layoff and Sale of Project Entitlement Percentage to the City of Roseville Relating to Combustion Turbine Project Number One and approves the First Amendment to Agreement for Construction, Operation and Financing of Combustion Turbine Project Number One to become effective at such time as related bonds are retired.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



TM

CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Adopt Resolution Approving the Work Plan for the Combination of the Parks and Recreation Department and Hutchins Street Square Community Center.

MEETING DATE: September 19, 2007

PREPARED BY: James M. Rodems, Director – Hutchins Street Square Community Center

RECOMMENDED ACTION: Adopt resolution approving the work plan for the process of combining the Parks and Recreation Department with the Hutchins Street Square Community Center.

BACKGROUND INFORMATION: In May of 2007 staff was directed by the City Council to research all aspects of a potential combining of the Parks and Recreation Department with the Hutchins Street Square Community Center. The work plan was developed to identify all areas of concern and create a series of deliverables, i.e. – Organizational Chart, Combined Budget, and a Transition Plan, for consideration by the City Council no later than December 31, 2007.

FISCAL IMPACT: None

James M. Rodems, Director
Hutchins Street Square Community Center

APPROVED: _____
Blair King, City Manager

WORK PLAN FOR COMBINED DEPARTMENTS - PARKS AND RECREATION/HUTCHINS STREET SQUARE COMMUNITY CENTER

| GOAL ON OUTPUT | ACTIVITIES REQUIRED TO ACHIEVE GOAL | ASSIGNED TO POSITION | START | STOP | SPECIAL ASSISTANCE |
|---|--|--|-----------|-----------|--|
| Develop Work Plan for researching the potential combination of the Parks and Recreation Department and Hutchins Street Square Community Center | Identify deliverables and develop a time table for data collection. Deliverables to be submitted to City Council no later than December 31, 2007 | City Manager/Director - HSS Community Center | 01-Jul-07 | 05-Sep-07 | None |
| Submit work plan for discussion to the Parks and Recreation Commission and the Hutchins Street Square Foundation. | Set meetings with each governing body to review the work plan for comment and or changes. Develop a workgroup to oversee the process and assist with data collection and processing. Develop a SWOT analysis of the process. | City Manager/Director HSS Community Center/Interim Director of Parks and Recreation | 07-Sep-07 | 18-Sep-07 | Departmental staff to assist in coordinating meetings. |
| Submit work plan to the Lodi City Council for discussion and approval. | Submit to the City Clerk no later than September 7, 2007 for the September 19, 2007 council meeting. | City Manager/Director HSS Community Center | 07-Sep-07 | 19-Sep-07 | None |
| Discussion with Parks and Recreation Department and Hutchins Street Square staff regarding the process of combining departments. | Set meetings with staff from each department to collect data as it pertains to a potential combining of departments. | Director - HSS Community Center/Interim Director - Parks and Recreation Department | 01-Oct-07 | 26-Oct-07 | Departmental staff to assist in coordinating meetings. |
| Identify other constituency groups (stake holders) to provide additional discussion and input into the process. | Set open public meetings for outside groups and agencies to provide input into the process. | Group Oversight: Director - Hutchins Street Square Community Center/Interim Director - Parks and Recreation Department | 01-Oct-07 | 26-Oct-07 | Departmental staff to assist in coordinating meetings. |

| | | | | | |
|--|---|--|-----------|-----------|--|
| Develop a Fiscal Model for a combined department. | Create a sample budget with core funding for recreation activities, base budget for maintenance and operation and a staffing plan. | Group Oversight: Budget and Finance/Human Resources | 29-Oct-07 | 09-Nov-07 | Financial Analyst - Budget and Finance/Manager - Human Resources |
| Develop a Service Improvement Plan | Identify service enhancements and improvements and/or identify potential inadvertent service reductions. Use City Survey results and user focus groups to collect data. | Group Oversight: Director - Hutchins Street Square Community Center/Interim Director - Parks and Recreation Department | 29-Oct-07 | 09-Nov-07 | Financial Analyst - Budget and Finance/Manager - Human Resources |
| Develop a Transition Plan | Identify space and office considerations, timeline, program management systems, and money handling. | Group Oversight: Director - Hutchins Street Square Community Center/Interim Director - Parks and Recreation Department | 12-Nov-07 | 26-Nov-07 | City Management Financial Analyst - Budget and Finance/Manager - Human Resources |
| Submit draft plan for review by the Parks and Recreation Commission and the Hutchins Street Square Foundation | Meet with each governing body to review findings and staff recommendations. Solicit any additional input. | City Manager/Director - HSS Community Center/Interim Director - Parks and Recreation Department | 27-Nov-07 | 05-Dec-07 | None |
| Submit report to City Clerk for consideration for the City Council Meeting of December 19, 2007 | Finalize report by December 6, 2007 for submittal December 7, 2007. | City Manager/Director - HSS Community Center/Interim Director - Parks and Recreation Department | 05-Dec-07 | 07-Dec-07 | None |

RESOLUTION NO. 2007-_____

A RESOLUTION OF THE LODI CITY COUNCIL
APPROVING THE WORK PLAN FOR THE COMBINATION
OF THE PARKS AND RECREATION DEPARTMENT AND
HUTCHINS STREET SQUARE COMMUNITY CENTER

=====

WHEREAS, in May 2007, staff was directed to research all aspects of potentially combining the Parks and Recreation Department with the Hutchins Street Square Community Center; and

WHEREAS, the Work Plan, attached as Exhibit A, was developed to identify all areas of concern and create a series of deliverables (i.e. organizational chart, combined budget, transition plan, etc.) for consideration by the City Council no later than December 31, 2007.

NOW, THEREFORE, BE IT RESOLVED that the Lodi City Council does hereby approve the Work Plan for the combination of the Parks and Recreation Department and Hutchins Street Square Community Center, attached hereto as Exhibit A.

Dated: September 19, 2007

=====

I hereby certify that Resolution No. 2007-_____ was passed and adopted by the City Council of the City of Lodi in a regular meeting held September 19, 2007, by the following vote:

- AYES: COUNCIL MEMBERS –
- NOES: COUNCIL MEMBERS –
- ABSENT: COUNCIL MEMBERS –
- ABSTAIN: COUNCIL MEMBERS –

RANDI JOHL
City Clerk

2007-_____



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Update on the San Joaquin Local Agency Formation Commission (LAFCO) Draft Policies and Procedures.

MEETING DATE: September 19, 2007

PREPARED BY: Randy Hatch, Community Development Director

RECOMMENDED ACTION: Update on the San Joaquin Local Agency Formation Commission (LAFCO) Draft Policies and Procedures.

BACKGROUND INFORMATION: LAFCO is governed by State regulations the most recent of which is contained within the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 (Act). The Act requires LAFCO to adopt written policies and procedures and to act consistent with those policies and procedures. LAFCO has drafted such policies and procedures and held a workshop to receive comments. Comments were received from Cities, and other interested parties. A revised Draft dated August 17, 2007 was prepared which addresses some of the comments made (see attached).

A number of Lodi Staff concerns were addressed by the revised Draft and are no longer a concern. Staff remains concerned about proposed policies regarding "Procedural Guidelines for Determining Sphere of Influence" page 2. Item 4 "Open Space and Rural Lands" seems to discourage the inclusion of open space and rural lands within a Sphere of Influence if such land is not planned for development. Some flexibility to this guideline may be considered if "the agency can demonstrate that a preservation plan can effectively preserve such lands within an agency's sphere". Staff is concerned with this language in that it could inhibit the City's option to include non-developable lands within our sphere to establish and maintain greenbelts or community separators. Under item 5 on page 3 community separators are encouraged so LAFCO does recognize the value of community separators.

The Draft Policies and Procedures does include the new concept of "Areas of Interest" (page 4) which would allow LAFCO to create some level of interest among a geographic area beyond a sphere with a particular city. This may be used to help create and maintain Greenbelts and Community Separators or some level of relationship between an area and a city. The problem with this "Area of Interest" is that little real control or influence is achieved. The Draft guidelines say another agency (i.e. the County) shall give "great weight" to the comments of the City for which this land is designated as an "Area of Interest". However, "great weight" is undefined and may not mean much.

LAFCO held a public hearing on the Draft Policies and Procedures on Friday, August 17, 2007. Staff raised these questions regarding using a sphere of influence to develop and maintain greenbelts and Community Separators and what does an "Area of Interest" really mean and submitted written comments (see attached). LAFCO continued the public hearing to September 21, 2007 with no comments or action being taken.

APPROVED: _____
Blair King, City Manager

On September 12, 2007 the various planning directors within the County met with the LAFCO Interim Executive Officer, James Glaser. Planning Directors from all cities except Lathrop were in attendance. Mr. Glaser spoke to various city concerns. Specifically addressing Lodi's concerns as noted in the August 16, 2007 letter, he clarified that open space and agriculturally designated lands may be included within a Sphere of Influence if a city can demonstrate it has approved a preservation plan to preserve such lands in open space or agricultural use. We discussed the use of agricultural easements, transfer of development rights and provision of some limited utility services as elements of such a possible preservation plan. Mr. Glaser stated that these elements may indeed qualify as a preservation plan and in fact, he was trying to accommodate Lodi when he drafted this language.

We also discussed the concept of an "Area of Interest" and he did agree to add language to clarify the intent of such "Areas" and how it can be used to designate exclusive relationship to a city. Such language is being drafted by LAFCO and is not available at the writing of this communication but will be available at the council meeting.

Staff intends to attend the September 21, 2007 LAFCO meeting to reinforce the understanding and new language offered by Mr. Glaser.

FISCAL IMPACT: None at this time.

FUNDING AVAILABLE: N/A

Randy Hatch
Community Development Director

RH/kjc

Attachment: San Joaquin Local Agency Formation Commission – Policies & Procedures

CITY COUNCIL

BOB JOHNSON, Mayor
JOANNE MOUNCE,
Mayor Pro Tempore
LARRY D. HANSEN
SUSAN HITCHCOCK
PHIL KATZAKIAN

CITY OF LODI

Community Development Department
CITY HALL, 221 WEST PINE STREET
P.O. BOX 3006
LODI, CALIFORNIA 95241-1910
(209) 333-6711 / FAX (209) 333-6842
www.lodi.gov

BLAIR KING, City Manager
RANDI JOHL, City Clerk
D. STEPHEN SCHWABAUER
City Attorney

Thursday, August 16, 2007

San Joaquin Local Agency formation Commission
1860 East Hazelton Avenue
Stockton, CA 95205

Subject: Draft Policies and Procedures

Dear Chair Mow and Members of the Commission

The City of Lodi appreciates the opportunity to comment on the Draft Policies and Procedures. On behalf of the City of Lodi, I have reviewed the Draft dated July 20, 2007, the revised Draft dated August 17, 2007, various comment letters from cities and interested parties, and the executive officers report and analysis.

First, a number of Lodi's concerns were addressed by the revisions of the August 17, 2007 Draft and are no longer a concern. However, Lodi is deeply concerned with the policies and procedures as they relate to Sphere of Influence. As part of our on-going General Plan Update, Lodi is concerned with our sense of community, economic viability and preserving and enhancing our agricultural base and growing wine related industry. Key to these City goals and objectives is the ability of Lodi to have a meaningful influence regarding potential development and land uses adjacent to and surrounding Lodi. A Sphere of Influence is a State recognized method by which Lodi can achieve these goals and objectives and would necessarily include areas that, while they may not be designated for urban development, are part of our social and economic community. Further to aid and promote agriculture and wine related industry, Lodi currently does provide and may continue to expand, infrastructure and utility services into this area.

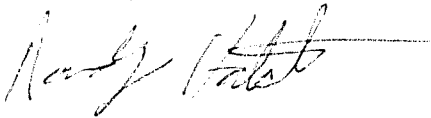
I am concerned about proposed policies regarding "Procedural Guidelines for Determining Sphere of Influence" page 2. Item 4 "Open Space and Rural Lands" seems to discourage the inclusion of open space and rural lands within a Sphere of Influence if such land is not planned for development. Some flexibility to this guideline may be considered if "the agency can demonstrate that a preservation plan can effectively preserve such lands within an agency's sphere". I am

concerned with this language in that it could inhibit Lodi's option to include non-developable lands within our Sphere to establish and maintain agricultural areas or community separators. Under item 5 on page 3 community separators are encouraged so LAFCO does recognize the value of community separators. Clear and explicit language needs to be added to recognize that a Sphere may be large enough to include such lands.

The Draft Policies and Procedures does include the new concept of "Areas of Interest" (page 4) which would allow LAFCO to create some level of interest among a geographic area beyond a Sphere with a particular city. This may be used to help create and maintain agricultural areas and Community Separators or some level of relationship between an area and a city. The problem with this "Area of Interest" is that little real control or influence is achieved. The Draft guidelines say another agency (i.e. the County) shall give "great weight" to the comments of the City for which this land is designated as an "Area of Interest". However, "great weight" is undefined and may not mean much. If this concept of an "Area of Interest" is to be enacted clear power and influence must be established for the designated city. A strengthened "Area of Interest" may be used by a city to do long range infrastructure planning knowing that their efforts would not be rendered void by a neighboring city's annexation plans or by unincorporated urban level development. I urge you to establish enhanced powers and authorities for a designated city and it's "Area of Interest".

Thank you for the opportunity to share Lodi's concerns with you.

Sincerely,

A handwritten signature in black ink, appearing to read "Randy Hatch", with a long horizontal line extending to the right.

Randy Hatch
Community Development Director
City of Lodi

RH/kjc

.....

SAN JOAQUIN
LOCAL AGENCY FORMATION
COMMISSION

POLICIES
AND PROCEDURES

DRAFT

August 17, 2007

Office (209) 468-3198
Fax (209) 468-3199
www.sjgov.org/lafco

TABLE OF CONTENTS

| | | |
|------|---|----|
| I. | <u>Spheres of Influence</u> | |
| | Spheres of Influence | 1 |
| | A. Procedural Guidelines for Determining Spheres of Influence | 2 |
| | B. Sphere of Influence Plan | 4 |
| | C. Amendments and Updates of Spheres | 5 |
| II. | <u>Service Review Policies</u> | |
| | A. General Standards | 7 |
| | B. Specific Municipal Service Review Requirements | 8 |
| | C. Public Participation and Public Hearings | 11 |
| | D. CEQA Requirements | 11 |
| III. | <u>Annexation Policies and Procedures (Including Reorganizations)</u> | |
| | General Standards for Annexation and Detachment | 12 |
| | City Annexations | 14 |

D R A F T

August 17, 2007

SPHERES OF INFLUENCE

The San Joaquin Local Agency Formation Commission is required to adopt a sphere of influence for each local governmental agency within its jurisdiction. A sphere of influence is defined as a "plan for the probable physical boundaries and service area of a local agency as determined by the Commission" (Government Code Section 56076). A sphere is primarily a planning tool that provides guidance in reviewing individual proposals. Inclusion within an agency's sphere does not indicate that an affected area automatically will be annexed; an adopted sphere of influence is only one of several factors the Commission must consider in reviewing individual proposals (Government Code Section 56668).

The sphere of influence process is perhaps the most important planning function given to LAFCo by the State Legislature. San Joaquin LAFCo shall use Spheres of Influence to:

1. Promote orderly growth and urban development.
2. Promote cooperative planning efforts among cities, the county and special districts to address concerns regarding land use and development standards, premature conversion of agriculture and open space lands, efficient provision of services, and discouragement of urban sprawl.
3. Serve as a master plan for future local government reorganization by providing long range guidelines for efficient provision of public services.
4. Guide consideration of proposals and studies for changes of organization or reorganization.

While LAFCo encourages the participation and cooperation of the subject agencies, Sphere of Influence Plans are a LAFCo responsibility and the Commission is the sole authority as to the sufficiency of the documentation and the Plan's consistency with law and LAFCo policy.

In determining a sphere of influence, the Commission is required to consider and make written determinations with respect to the following factors (Government Code Section 56425):

1. The present and planned land uses in the area, including agricultural and open space lands.
2. The present and probable need for public facilities and services in the area.

3. The present capacity of public facilities and adequacy of public services that the agency provides or is authorized to provide.
4. The existence of any social or economic communities of interest in the area if the Commission determines that they are relevant to the agency.

A. PROCEDURAL GUIDELINES FOR DETERMINING SPHERES OF INFLUENCE

1. Timeframe: Territory that is currently receiving services from a local agency, or territory that is projected to need a local agency's services within a 0-20 year timeframe may be considered for inclusion within an agency sphere. "Sphere horizons" or planning increments should depict the agency's logical boundary at a time period of between 5 and 10 years and at the end of the 20 year time period.
2. Consistency Required: Territory will not be considered for inclusion within a City's sphere of influence unless the area is included within the city's general plan land use element. The adopted sphere of influence shall also ~~reflect~~ consider City and County general plans, growth management policies, annexation policies, resource management policies, and any other policies related to ultimate boundary area of an affected agency unless those plan or policies conflict with the legislative intent of the Cortese-Knox-Hertzberg Act (Government Code Section 56000 et seq.).

Where inconsistencies between plans exist, LAFCo shall rely upon that plan which most closely follows the legislature's directive to discourage urban sprawl, ~~direct development away from prime agricultural land and open space lands,~~ and encourage the orderly formation and development of local governmental agencies based upon local conditions and circumstances.

3. General Plan Approach: LAFCo would ~~favor~~ prefer a sphere of influence proposal where the city has adopted general plan policies, implementing ordinances and programs that address: smart growth principles; infill and redevelopment strategies to minimize conversion of open space/agricultural land; mixed use and increased densities; community buffers; and habitat, agriculture and open space preservation strategies.
4. Open Space and Rural Lands: Territory not in need of urban services, including open space, agriculture, recreational, rural lands, or residential rural areas shall not be assigned to an agency's sphere of influence unless the area's exclusion would impede the planned, orderly and efficient development of the area. Open space and agriculturally

designated lands as designated by the applying agency may be considered for inclusion within a sphere if the agency can demonstrate that a preservation plan can effectively preserve such lands within the agency's sphere.

5. Community Separators: Sphere of influence boundaries shall, to the extent ~~possible~~feasible, maintain a separation between existing communities to protect open space and agricultural lands and the identity of an individual community.
6. Regional Housing Needs: The sphere of influence plans for cities should consider the agency's policies and approaches to meet its fair share of regional housing needs.
7. Districts and Cities: LAFCo shall encourage districts and cities to develop plans for the orderly detachment, merger/dissolution of a district when districts have significant territory within a proposed city's sphere of influence.
8. Types of Spheres:
 - a. A special district that provides services, which ultimately will be provided by another agency, will be assigned a **zero sphere**.
 - b. If additional information is necessary to determine a sphere boundary, but is currently unavailable, a **partial sphere** may be approved and a **special study area** may be designated.
 - c. A local agency may be allocated a **coterminous sphere** if there is no anticipated need for the agency's services outside its existing boundaries, or if there is insufficient information to support inclusion of areas outside the agency's boundaries in the sphere of influence.
9. Sphere Hierarchy: Where an area could be assigned to the sphere of influence of more than one agency providing needed service, the following hierarchy shall apply dependent upon ability to serve, *unless an agency or district has specialized capacity to provide such service*:
 - a. Inclusion within a municipality sphere of influence.
 - b. Inclusion within a multipurpose district sphere of influence.
 - c. Inclusion within a single-purpose district sphere of influence.

10. Areas of Interest: LAFCo may, at its discretion, designate a geographic area beyond the sphere of influence as an Area of Interest to any local agency.
 - a. Areas of Interest is a geographic area beyond the sphere of influence in which land use decisions or other governmental actions of one local agency (the "Acting Agency") impact directly or indirectly upon another local agency ("the Concerned Agency").
 - b. Within each Area of Interest there is to be no more than one city.
 - c. LAFCo will notify any Concerned Agency when LAFCo receives notice of a proposal of another agency in the Area of Concern/Interest and will give great weight to its comments.
 - d. LAFCo encourages agencies to provide advance notice to other agencies of any action or project being considered within the Area of Interest and commit to considering any comments made by the other agency.
11. Adoption and Revision: LAFCo will adopt a sphere of influence after a public hearing and pursuant to the procedures set forth in Section 56427 of the Cortese-Knox-Hertzberg Act. Sphere actions are subject to the provisions of the California Environmental Quality Act. A sphere of influence shall be updated every five years or more often if deemed necessary by the Commission. Whenever possible, city sphere updates shall be scheduled to coincide with City General Plan updates.

B. SPHERE OF INFLUENCE PLAN

The Sphere of Influence Plan for each governmental agency within San Joaquin LAFCo jurisdiction shall contain each of the following:

1. Present and planned land uses in the area including agricultural and open space lands.
 - a. A map defining the probable 20 year boundary of its service area and defining the agency's sphere horizons at the end of the 5-10 and 20-year time period coordinated with the Municipal Service Review.
 - b. Maps and explanatory text delineating the following:
 - (1.) Present land uses including improved and unimproved development, agricultural lands and open space areas.

- (2.) Propose future use of the area.
2. The present and probable need for public facilities and services (i.e., water sewer, drainage, police and fire) for the sphere including the need of all types of major facilities not just those provided by the agency.
 3. The present capacity of public facilities and adequacy of public services that the agency provides or it's authorized to provide.
 4. Identification of any social or economic communities of interest.
 5. A phasing plan for annexation of territory in the sphere of influence that is time-coordinated (5-10 and 20 year time period) and consistent with the Municipal Service Review.
 6. Existing and projected population at the various sphere horizons.

C. AMENDMENTS AND UPDATES OF SPHERES

1. Amendments and Updates Defined: Amendments generally involve discrete changes to a Sphere of Influence Map or Plan that are proposed by an agency or individual to accommodate a specific proposal. An amendment may or may not involve changes to the Municipal Service Review of the agency.

Updates generally involve a comprehensive review of the entire sphere of influence, including the map and Municipal Service Review.

2. Amendments Required: An amendment to the Sphere of Influence Plan will be required in the following circumstances:
 - a. When an agency seeks to add new territory or remove territory from its sphere.
 - b. When an agency seeks to move territory already within its sphere from one sphere horizon to another.
 - c. When a district seeks to provide a new or different function or class of service.
 - d. When an agency proposes a significant change in its plans for service which makes the current Municipal Service Review inaccurate.

- ~~3. General Requirements: LAFCo will generally treat an update or a proposed amendment to an agency's sphere of influence similarly to an application for approval of a sphere of influence.~~
43. Precedence of Amendments over Annexations: Sphere of influence amendments shall precede consideration of proposals for changes of organization or reorganization. Proposals may be considered at the same meeting.
54. Consistency Required: Amendment proposals must be consistent with an updated Municipal Service Review.
65. Demonstrated Need Required: An application for amendment to a sphere of influence must demonstrate a ~~projected~~ probable need or (in the case of reduction of the sphere) lack of need or capacity to provide service.
- ~~7. Open Space and Prime Agricultural Land: Amendment proposals involving sphere expansion to include open space or prime agricultural land will not be approved by LAFCo if there is sufficient alternative land available for annexation within the existing sphere of influence.~~
86. Sphere of Influence Amendment and Update Procedures: As required by Government Code Section 56425, each request for sphere amendment or update must be heard in a public hearing and is subject to the provisions of the California Environmental Quality Act.

D R A F T

August 17, 2007

SERVICE REVIEW POLICIES

The Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 requires LAFCo to conduct service reviews prior to establishing or updating spheres of influence. A service review is a comprehensive review of services within a designated geographic area intended to obtain information about municipal or agency services. Its purpose is to evaluate the provision of services from a comprehensive perspective and recommend actions, when necessary, to promote the efficient provision of those services. The service reviews are intended to serve as a tool to help LAFCo, the public and other agencies better understand the public service structure and evaluate options for the provision of efficient and effective public services. LAFCo must have a current Municipal Service Review (MSR) that demonstrates that the agency can provide adequate and efficient services to the areas included within the agency's sphere.

A. GENERAL STANDARDS

1. Guidelines: The Municipal Service Review Guidelines (August 2003) prepared by the State Office of Planning and Research shall be used as a ~~framework~~ background for preparing service reviews for a jurisdiction or agency.
2. Timeline: The service review must present information on future projections and plans tied to the 5-10, and 20-year sphere horizons of the Sphere of Influence Plan, so that service information can be clearly tied to the plan. In the case of cities, a shorter timeframe may be appropriate if the applicable General Plan has a shorter planning period remaining when the service review is prepared.
3. Adequate Services Required: The service review must demonstrate that adequate services ~~will~~ can be provided within the time that the inhabitants of the area will need them.
4. Completion Date: Initial Service Reviews should be completed by January 2008 and will be reviewed and updated as necessary but no later than every five years in conjunction with or prior to Spheres of Influence reviews and updates. Minor amendments to a Sphere of Influence, as determined by LAFCo, may not require a service review. Service reviews may need to be updated independent of a Sphere of Influence review, as determined by LAFCo, to facilitate review of a pending application or other LAFCo action.

5. Identification of Land Uses: The Service Review must identify existing land use and give a reasonable projection of land use, which would occur if services were provided consistent with the MSR.
6. Consistency Required: Service reviews must be internally consistent and consistent with any overlapping jurisdiction.
7. Existing Resources: Use of existing information resources, technical support from the county, cities and special districts when available and adequate shall be used to reduce processing costs and improve the timeliness of the reviews.
8. Affected Agencies: Service reviews will cover a range of services that a public agency provides or is authorized to provide (i.e. fire, water, sewer, police, and storm water). General government services such as social services and criminal justice need not be addressed. Agencies that are required to have SOIs and require service reviews include: cities (7), special independent districts (104), and dependent districts (45). Countywide districts (i.e., San Joaquin County Resource Conservation District, San Joaquin Mosquito and Vector Control) will not require preparation of service reviews.
9. Organization of Service Reviews: A service review may be conducted for sub-regional areas within the county or on a countywide basis, it may review a single agency or multiple agencies and it may review a single service or multiple services. LAFCo will determine how service reviews will be organized and conducted in San Joaquin County.
10. Information Sharing: LAFCo encourages collaboration, cooperation and information sharing among service providers and encourages public participation in the process.
11. City Services Plans: City Services Plans used in conjunction with a proposed change of organization shall be ~~consistent~~ in conformity with the MSR.
12. Cross-county MSRs: LAFCo will work together with other County LAFCo's to develop a schedule and plan for managing cross-county MSRs.

B. SPECIFIC MUNICIPAL SERVICE REVIEW REQUIREMENTS:

The focal point of the service review process lies with the preparation of written statements of determination regarding the agency's ability to provide services.

Determinations cannot merely cite some broad policy statement from the General Plan or recite a series of actions that might be undertaken. The determinations need to be declaratory statements that arrive at a conclusion based on all of the information and evidence presented to the Commission. The determinations need to bridge the gap between raw data and the final conclusion about the status or condition of the service that is under review. The Commission needs this information to determine the appropriateness of the sphere.

The Cortese-Knox-Hertzberg Act requires LAFCO to make written evaluations on nine categories. The following is a brief description of the determination and the standard for which the service will be reviewed:

Determination 1: Infrastructure needs or deficiencies

Refers to the status of existing and planned public facilities and its relationship to the quality and levels of service that are, can and need to be provided. Infrastructure needs and deficiencies can be evaluated in terms of supply, capacity, condition of facilities, and service quality with correlations to operational, capital improvement, and finance plans. Maps and explanatory text that clearly indicate the location of existing facilities and proposed facilities, including a plan for the timing and location of new or expanded facilities need to be included. The identification of the anticipated service level needs to be tailored to the 5-10, and 20-year sphere horizons.

Determination 2: Growth and Population projections for the affected area

The need for, and patterns of, service provision should be determined by existing and anticipated growth patterns and population projections. The municipal service review will evaluate whether projections for future growth and population patterns are integrated into an agency's planning function. This analysis will be used to determine whether the sphere boundaries reflect expected growth boundaries. Consideration should be given to the impact on growth/land use patterns for adjacent areas, on mutual or regional social and economic interests, on open space and agricultural land, and on the government structure of the county.

Determination 3: Financing constraints and opportunities

A community's public service needs should be viewed in light of the resources available to fund the services. The MSR will need to evaluate factors that affect the financing of necessary improvements and whether agencies are capitalizing on financing opportunities and collaborative strategies to deal with financial constraints.

Determination 4: Cost avoidance opportunities

LAFCO's role in encouraging efficiently provided public services depends, in part on helping local agencies, explore cost avoidance opportunities. Cost

avoidance opportunities include those that eliminate unnecessary costs derived from:

- ▶ Duplication of services and facilities;
- ▶ High administration to operational cost ratios;
- ▶ Reliance on outdated or deteriorating infrastructure and equipment underutilized equipment or buildings or facilities;
- ▶ Overlapping/inefficient service boundaries;
- ▶ Lack of economies of scale; and
- ▶ Increasing profitable outsourcing

Determination 5: Opportunities for rate restructuring

The MSR will review agency rates and charges for public services and examine opportunities for rate restructuring without adversely affecting service quality of service. Rates will be reviewed for rate setting methodologies and conditions that could impact future rates.

Determination 6: Opportunities for shared facilities

The service review should identify opportunities for jurisdictions to share facilities and resources creating a more efficient service delivery system. Sharing facilities and utilizing excess capacity in another agency's service system works to avoid service duplications, reduces costs, and minimizes unnecessary resource consumption. The service review will need to inventory facilities within the study area to determine if facilities are currently being utilized to capacity and whether efficiencies can be achieved by accommodating the facility needs of adjacent agencies. Options for planning for future shared facilities and services will also be considered.

Determination 7: Government structure options

The MSR will consider the advantages and disadvantages of various government structures that could provide public services. San Joaquin LAFCo encourages local agencies to use service reviews to determine whether initiation of proceedings for changes of organization and reorganization, including spheres of influence, would be in order and in the best interests of the agency and the community it serves. LAFCo will examine efficiencies that could be gained through: (1) functional reorganizations within existing agencies; (2) amending or updating spheres of influence; (3) annexations or detachments from cities or special districts; (4) formation of new special districts; (5) special district dissolutions; (6) merges or special districts with cities; (7) establishment of subsidiary districts; or (8) any additional reorganization options found in the LAFCo statute.

Determination 8: Evaluation of management efficiencies

Management efficiency refers to the quality of public services and the agency's ability to provide services. Efficiently managed entities consistently implement plans to improve service delivery, reduce waste, eliminate duplications of effort, contain costs, build and maintain adequate contingency reserves, and

encourage open dialogues with the public and other public and private agencies. The MSR will evaluate management efficiency by analyzing agency functions, operations, and practices as well as the agency's ability to meet current and future service demands.

Determination 9: Local accountability and governance

In making a determination of local accountability and governance, LAFCo will consider the degree to which the agency fosters local accountability. Local accountability and governance refers to public agency decision making and operational and management processes that: (1) include an accessible and accountable elected or appointed decision making body and agency staff; (2) encourage and value public participation; (3) disclose budgets, programs, and plans; (4) solicit public input when considering rate changes and work and infrastructure plans; and (5) evaluate outcomes of plans, programs and operations and disclose results to the public.

C. PUBLIC PARTICIPATION AND PUBLIC HEARINGS

LAFCo encourages the early involvement of agencies, the public, and other stakeholders in development of the service review report. A formal review period shall be provided and a meeting/workshop with the Commission shall be held to accept comments from the public and the Commissioners prior to finalizing the document. The final report shall be available to the public at least 21 days prior to final consideration by the Commission. This public review period may be in conjunction with the 21-day notice requirement for the public hearing. The service review shall be adopted by resolution at a noticed public hearing. If the municipal service review supports a particular action such as a sphere of influence update or amendment application, and the required processes have been complied with, the Commission can take action on the proposals the same hearing.

D. CEQA DETERMINATION

LAFCo will consider service reviews, as projects for CEQA purposes and will be processed consistent with the requirements of CEQA and LAFCo's CEQA procedures.

[Note: At the time of writing this policy, a bill (AB 1263) is pending in the State Legislature that could revise the Municipal Service Review Determinations. Should this legislation become law the above policies are intended to reflect any approved revisions.]

D R A F T

August 17, 2007

ANNEXATION POLICIES AND PROCEDURES (Including reorganizations)

GENERAL STANDARDS FOR ANNEXATION AND DETACHMENT

These standards govern LAFCo determinations regarding annexations and detachments to and from all agencies. The annexations or detachments must be consistent with the general policies set forth in these Policies and Procedures.

1. Consistency with Spheres and Municipal Service Reviews

The annexation or detachment must be consistent with the internal planning horizon of the sphere of influence. The land subject to annexation shall normally lie within the first planning increment (5-10 year) boundary. The annexation must also be consistent with ~~consider~~ the applicable Municipal Service Review. An annexation shall be approved only if the Municipal Services Review and the Sphere of Influence Plan demonstrates that adequate services ~~will~~ can be provided with the timeframe needed by the inhabitants of the annexed area. If detachment occurs, the sphere will be modified.

LAFCo generally will not allow spheres of influence to be amended concurrently with annexation proposals.

Proposed annexations of land that lie outside of the first planning horizon (5-10 year) are presumed to be inconsistent with the Sphere Plan. In such a case the agency must first request LAFCo to consider a sphere amendment pursuant to the above policies. If the amendment is approved, the agency may then proceed with the annexation proposal. A change of organization or reorganization will not be approved solely because an area falls within the SOI of any agency.

As an exception to the presumed inconsistency mentioned above, Master Plan and Specific Plan developments may span several planning horizons of the sphere of influence. Annexation of the entire project area may be desirable in order to comprehensively plan and finance infrastructure and provide for amenity-based improvements. In these cases, no amendment of the planning horizon is necessary provided project phasing is recognized in the Sphere of Influence Plan.

2. Plan for Services

Every proposal must include a Plan for Services that addresses the items identified in Section 56653 of the Government Code. The Plan for Services must be consistent with the Municipal Service Review of the Agency.

Proponents must clearly demonstrate that the city or special district is capable of meeting the need for services.

3. Contiguity

Territory proposed to be annexed to a city must be contiguous to the annexing city or district unless specifically allowed by statute. Territory is not contiguous if the only connection is a strip of land more than 300 feet long and less than 200 wide, that width to be exclusive of highways. The boundaries of a proposed annexation or reorganization must not create or result in areas that are difficult to serve.

4. Development Within Jurisdiction

Development of existing vacant or non-prime agricultural lands for urban uses within the existing jurisdiction or within the sphere of influence shall should be encouraged before any proposal is approved which would allow for or lead to the development of existing open space lands for non-open space uses which are outside of the existing jurisdiction of the local agency or outside of the existing sphere of influence of the local agency. (Section 56377)

5. Progressive Urban Pattern

Annexations to agencies providing urban services shall be progressive steps toward filling in the territory designated by the affected agency's adopted sphere of influence. Proposed growth shall be from inner toward outer areas.

6. Piecemeal Annexation Prohibited

LAFCo requires annexations and detachments to be consistent with the schedule for annexation that is contained in the agency's Sphere of Influence Plan. LAFCo will modify small piece-meal or irregular annexations, to include additional territory in order to promote orderly annexation and logical boundaries, while maintaining a viable proposal. In such cases, detailed development plans may not be required for those additional areas but compliance with CEQA is required.

7. Annexations to Eliminate Islands

Proposals to annex islands or to otherwise correct illogical distortion of boundaries will normally be approved unless they would violate another provision of these standards. In order to avoid the creation of an island or to encourage the elimination an existing island, detailed development plans may not be required for the remnant areas.

8. Annexations that Create Islands

An annexation will not be approved if it will result in the creation of an island of unincorporated territory of otherwise cause or further the distortion of existing boundaries. The Commission may nevertheless approve such an

annexation where it finds that the application of this policy would be detrimental to the orderly development of the community and that a reasonable effort has been made to include the island in the annexation but that inclusion is not feasible at this time.

9. Substantially Surrounded

For the purpose of applying the provisions of the Cortese-Knox-Hertzberg Act regarding island annexation without protest hearings (section 56375.5), the subject territory of an annexation proposal shall be deemed "substantially surrounded" if it is within the sphere of influence of the affected city and two-thirds (66-2/3%) of its boundary is surrounded by the affected city.

10. Definite and Certain Boundaries

All boundaries shall be definite and certain and conform to lines of assessment or ownership. The Commission's approval of boundary change proposals containing split parcels will typically be subject to a condition requiring the recordation of a parcel map, lot line adjustment or other instrument to avoid creating remnants of legal lots.

11. Service Requirements

An annexation shall not be approved merely to facilitate the delivery of one or a few services to the detriment of the delivery of a larger number of services or service more basic to public health and welfare.

12. Adverse Impact of Annexation on the Other Agencies

LAFCo will consider the any significant adverse effects upon other service recipients or other agencies serving the area and may condition any approval to mitigate such impacts.

CITY ANNEXATIONS

1. Annexation of Streets

Annexations shall reflect the logical allocation of streets and rights of way as follows:

- Territory should be included within the annexation to assure that the city reasonably assumes the burden of providing adequate roads to the property to be annexed. LAFCo will require cities to annex streets where adjacent lands that are in the city will generate additional traffic or where the annexation will isolate sections of county road. Cities shall include all contiguous public roads that can be included without fragmenting governmental responsibility by alternating city and county road jurisdiction over short section of the same roadway

- When a street is a boundary line between two cities the centerline of the street may be used as the boundary or may follow a boundary reached by agreement of the affected cities.

2. Pre-zoning Required

The Cortese-Knox-Hertzberg Act requires the city to pre-zone territory to be annexed, and prohibits subsequent changes to the General Plan and /or pre-zoning designations for a period of two years after completion of the annexation, unless the city council makes a finding at a public hearing consistent with the provisions of Governments Code Section 56375(e). In instances where LAFCo amends a proposal to include additional territory, the Commission's approval of the annexation will be condition upon the pre-zoning the new territory.



CITY OF LODI COUNCIL COMMUNICATION

AGENDA TITLE: Introduce Ordinance Amending Lodi Municipal Code Chapter 13.12 "Sewer Service" by Repealing and Reenacting Section 13.12.150 "Connections Outside the City" (Flag City Wastewater Service)

MEETING DATE: September 19, 2007

PREPARED BY: City Attorney

RECOMMENDED ACTION: Introduce Ordinance Repealing and Reenacting Lodi Municipal Code Section 13.12.150 "Connections Outside the City."

BACKGROUND INFORMATION: At its meeting on April 4, 2007 the City Council authorized a contract to provide domestic wastewater service to County Service Area 31 (Flag City) at the Board of Supervisors request that Lodi provide sewer service to Flag City. The contract remains subject to the condition that the Council amend LMC 13.12.150 to permit wastewater connections by public agencies outside the City Limits.

The proposed amendments will permit public wastewater agencies outside the City to connect to the City's domestic wastewater system on the same conditions set for the in the approved contract. Major points are:

- The agreement facilitates the goals of the City and County in supporting compact land use and development, and discouraging "leap frog development" and "urban sprawl."
- The service area will be issued a City discharge permit with typical requirements including our ability to make changes in the event of changes in State or Federal requirements. The only limitation is that the permit can be no stricter than the City's State permit.
- Annual volume is limited and potential increases are linked to tax-sharing agreements.
- Service charges would be at standard City wastewater service rates plus a 35% surcharge. (Note, the charges would be based on actual flow, BOD and suspended solids as currently done for high strength users, as measured at one point of service. The City would bill the County; we would not be billing individual customers.)
- Wastewater Impact Fees (Capacity fees) would be paid. (The amount is roughly \$6 million, however, an engineering analysis may provide alternatives that could reduce the capacity impacts and associated costs).
- An administrative fee of \$250,000 is to be paid to the City upon execution of the agreement.
- The County will build the necessary facilities to connect to the City's facilities; the agreement covers treatment only; collection system maintenance is not included.

APPROVED: _____
Blair King, City Manager

Authorize City Manager and City Attorney to Enter into Negotiations with San Joaquin County for Provision of Domestic Wastewater Treatment Services for County Service Area 31 (Flag City) and Proceed on Necessary Studies

May 3, 2006

Page 2

- The service area is limited to the existing established service area unless the City agrees to the change which is linked to tax-sharing.
- The agreement provides for City review over new development to elicit compliance with discharge requirements.
- The agreement requires the County work cooperatively with City staff to draft Design Guidelines for CSA 31 (County Board of Supervisors approved Design Guidelines September 11, 2007, Lodi Planning Commission approved Design Guidelines August 22, 2007).
- The County consents to adding Flag City in the Lodi Tourism Business Improvement District, however the City will have to process the change, (which County has done).
- All costs of evaluating impacts to the City's facility, processing environmental review and associated staff costs are to be paid by the County.

The approved agreement limits the County to 0.19 MGD (190,000) of the Wastewater Plant's 8 MGD capacity without a new tax sharing agreement. If the County exceeds the 0.19 MGD limit, then the County may negotiate a new tax sharing agreement for additional wastewater capacity up to a not to exceed limit of 0.21 MGD.

If the Council were to disapprove the amendments, the Agreement would not take effect.

FISCAL IMPACT: Depending on actual flow and strength, the surcharge revenue to the General Fund would be in the range of \$50,000 to 100,000 per year. The capacity fee would be a significant cash infusion to the Wastewater Fund, which has a number of high-cost capital needs in the near future. One potential long-term concern is that Flag City's effluent is considerably higher in salts than the City's effluent. This is partly due to their source water (wells) and the businesses located in the District. The City's new discharge permit is likely to have a salinity limit. While it appears we will be able to meet that limit including Flag City, this could be problematic in the future. This potential impact is mitigated by our ability to amend their discharge permit to require a reduction in the salinity of their wastewater.

Stephen Schwabauer
Lodi City Attorney

Attachment

cc: Richard Prima, Public Works Director
Randy Hatch, Community Development Director
Manuel Lopez, San Joaquin County Administrator
Tom Flinn, San Joaquin County Public Works Director
Charlie Swimley, Water Services Manager

ORDINANCE NO. ____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
LODI AMENDING LODI MUNICIPAL CODE TITLE 13 –
PUBLIC SERVICES – CHAPTER 13.12, “SEWER SERVICE,”
BY REPEALING AND REENACTING SECTION 13.12.150
RELATING TO “CONNECTIONS OUTSIDE CITY”

=====

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF LODI AS FOLLOWS:

Section 1. Lodi Municipal Code Title 13, “Public Services,” Chapter 13.12, “Sewer Service,” is hereby amended by repealing and reenacting Section 13.12.150 – relating to Connections Outside City, and shall read as follows:

A. WHEREAS:

- a. San Joaquin County will retain its authority over land use approval for wineries located within County jurisdiction.
- b. The City of Lodi’s General Plan contains the following land use element goals:
 - i. Policy LU-A.1 – The City shall seek to preserve Lodi’s small-town and rural qualities.
 - ii. Policy LU-A.4 – The City shall promote reinvestment in downtown Lodi and in the Eastside area that upgrades the general quality of development in these areas.
 - iii. Goal LU-B – To preserve agricultural land surrounding Lodi and to discourage premature development of agricultural land with nonagricultural uses, while providing for urban needs.
 - iv. Policy LU-B.1 – The City shall encourage the preservation of agricultural land surrounding the City.
 - v. Policy LU-B.2 – The City should designate a continuous open space greenbelt around the urbanized area of Lodi to maintain and enhance the agricultural economy.
 - vi. Policy LU-B.6 – The City shall encourage San Joaquin County to retain agricultural uses on lands adjacent to the City.
 - vii. Goal LU-D – To promote and retain development in downtown Lodi.
 - viii. Policy LU-D.1 – The City shall preserve and promote downtown Lodi and the City’s social and cultural center and an economically viable retail and professional office district.
 - ix. Policy LU-D.3 – The City shall enhance pedestrian activity and pedestrian amenities in downtown Lodi.

- c. The City encourages compact development and discourages leapfrog development and urban sprawl within the Highway 12/Interstate 5 corridor, all of which would be inconsistent with the above general plan goals. The City's General Plan is committed to the above goals within its own boundaries as well, stating the following:
 - a. A-5 The City shall require specific development plans in areas of major new development.
 - b. E-2 The City shall promote downtown Lodi as the primary pedestrian-oriented, commercial area of Lodi.
 - c. E-4 The City shall ensure the new commercial development be designed to avoid the appearance of strip development.
 - d. E-7 In approving new commercial projects, the City shall seek to ensure that such projects reflect the City's concern for achieving and maintaining high quality development.
- d. Providing wastewater treatment service to Flag City on the condition that service not be afforded to developments that conflict with the goals set forth herein furthers those goals by concentrating development in an existing County Service Area with set boundaries.
- e. County acknowledges the goals set forth in the Lodi General Plan as set forth above and has similar provisions in its General Plan which encourage agricultural uses, compact land use and development, and discourage "leap frog development" and "urban sprawl." Toward these ends, the County General Plan provides:
 - 1. To make efficient use of land and promote a functional development pattern with varied and compatible land uses.
 - 2. To minimize the effect on agricultural lands and other environmental resources while providing for orderly growth.
 - 3. To create a visually attractive County.
 - 4. To avoid the problems and costs imposed on local government by development that does not have adequate services.
 - 5. Rural Communities Shall:
 - (a) be planned to have minimal growth, mainly infill development, with expansion discouraged;
 - (b) be planned to serve the immediate needs of the community's residents or the surrounding agricultural community;
 - (c) have a minimum land area of 50 acres or have been

identified on the General Plan 1995 map as a residential area.

6. Development shall be orderly and compact.
7. Development should occur on vacant lots within existing communities as “infill” before extending beyond the current developed areas of a community.
8. Freeway Service.
 - (1) Function: Provide for commercial uses oriented almost exclusively to serving the needs of the freeway traveler.
 - (2) Typical Uses: Travel-related businesses including gasoline service stations, food and beverage sales, eating and drinking establishments, and hotels and motels.
 - (3) Development and Locational Criteria: Freeway Service areas shall be:
 - (A) designated only adjacent to full freeway interchanges where development will be easily accessible and visible to the freeway traveler.
 - (B) limited in number to encourage clustering of uses at selected interchanges;
 - (C) limited in area in order to reduce impacts on surrounding land uses and control the physical and visual extent of these areas;
 - (D) developed so that buildings occupy no more than 60 percent of the lot and are no more than 3 stories in height; and
 - (E) designed in an attractive manner that creates a favorable impression of the County by considering the overall site design, landscaping, scale of development, signage, relationship to adjacent uses, circulation and parking, and architecture.
- f. There is a need for upgraded sewer treatment facilities to service Flag City and the parties wish to cooperatively ensure that any development that occurs in Flag City is orderly, compact and in compliance with the goals of the City and County General Plans.

B. NOW THEREFORE BE IT FURTHER ORDAINED AS FOLLOWS:

1. Service Outside Lodi. Except as set forth below, no discharge from private facilities or properties outside the City of Lodi shall be allowed into the Domestic Sewerage

or storm drainage systems. The City Council may by contract allow connection from
1) winery facilities outside Lodi to the Industrial Sewerage System on the terms set forth in this section so long as the system has adequate existing capacity to service the waste 2) publicly owned wastewater systems ("Public District") to the Domestic Wastewater Treatment System on terms set forth in this section so long as the system has adequate existing capacity to service the waste.

2. Terms of Private Industrial Connection. Any winery wastewater connection permitted pursuant to the Contract called for in this Section shall contain the following minimum terms:

- a. Permit: Applicant shall comply with the terms of the Industrial System Discharge Permit to be issued by the City, which will include but not be limited to limitations on flow, BOD, ph, TDS, and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's Discharge Permit.
- b. Rate/Surcharge: Winery's rate for discharge shall be set at 150 percent of the City's standard published rate for Industrial Waste.
- c. Capacity Charge: Winery shall pay a one-time capacity charge based on annual flow and BOD loading prior to connection per this chapter.
- d. Non-Assignment: Applicant may not sell capacity or accept wastewater from other locations.
- e. Downtown Retail Presence: Applicant shall open and operate a wine tasting room to market its products in Downtown Lodi during the entire term of its connection to the City's sewer system. The establishment shall be operated within the following minimum requirements:
 - i) it shall be at least 500 square feet, have its products available for sampling and sale, and be open a minimum of 40 hours per week, including Saturday and Sunday and shall be located in Downtown Lodi as defined by the area bordered by Church Street, Lodi Avenue, Lockeford Street, and the Union Pacific Railroad tracks.
 - ii) If this condition cannot be met within 12 months of connection, Applicant shall pay an annual downtown development and promotional in-lieu fee in the amount established by the City Council. The fee shall be retroactive for one year and shall be assessed annually (until such time as the requirements of subsection i of this paragraph have been satisfied) as annually adjusted according to the Bay Area-All Items Consumer Price Index. If condition i above cannot be met within six years of connection, this Agreement will terminate and Applicant will be required to make alternate arrangements for its wastewater.
- f. Annexation. Applicant, in consideration for receiving City sewer service, will consent to the annexation to the City of Lodi of its property served by the City Industrial Sewerage system, waives any right to protest the annexation, and assigns to the City any right to vote on the annexation. Annexation shall occur when and if the City deems the annexation of the subject property feasible and advisable. In the event the annexation is sought by Applicant,

Applicant agrees to pay City an amount to cover the subject property's proportionate share of the costs to conduct the annexation. In the event that the Applicant does ultimately connect to City service, Applicant agrees to enter into a short-form memorandum of agreement expressing the obligations of this paragraph in recordable form.

3. Terms of Public District Connection:

Any delivery of wastewater permitted pursuant to this section shall be subject to the following minimum terms:

- a. Permit: Public District shall comply with the terms of a Discharge Permit to be issued by the City which will include but not be limited to limitations on maximum flow, BOD, ph, TDS and suspended solid concentrations and prohibitions on discharge of hazardous waste in conformance with the City's NPDES Permit. The terms of this Discharge Permit will be no more stringent than those required under the City's NPDES permit. However, City may change the terms of the discharge permit without notice if necessary to comply with State or Federal requirements.
- b. Volume: Limits will be set by contract that cannot exceed the White Slough Wastewater Treatment Plant's capacity.
- c. Rate/Surcharge: Public District's charges will be as established by the City for its high strength customer users plus a 35% surcharge.
- d. Capacity Charge: Public District shall pay a one-time capacity charge based on the then-current rates for new city development at the time of connection. (These charges are adjusted annually). Additional capacity charges at the current City rates will apply for each increment of effluent over the amount initially paid. Capacity charge reductions or credits may be granted for steps taken by Public District to minimize impacts to City's overall treatment plant capacity through pre-treatment, off-peak delivery, or other mutually agreed strategies.
- e. Administrative Charge: Public District shall pay City a fee to be set by contract as a one time administrative charge upon the execution of such contract.
- f. Public District will be solely responsible for all costs associated with installing a pipeline ("Collection Facilities") to connect to Lodi's System.
- g. City will bill for its services directly to Public District and not to individual customers. Annual billing will begin with commencement of flow to the City's facility and will be billed in advance for a twelve (12) month period, based on estimated flow and strength. Subsequent annual billings will be based on actuals for the prior twelve (12) months. Public District will pay all invoices within thirty days of the date of the invoice.
- h. Neither Public District will knowingly allow any person or entity to discharge to its Collection Facilities whose property is outside the Public District Service Area, without prior City approval, which City may withhold in its absolute discretion.
- i. Reimbursement. Public District shall reimburse the City for all costs incurred by the City in connection with the project.

Section 2 - No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

Section 3. In the event that any portion of this Ordinance is determined to be invalid or illegal then the entire Ordinance will be repealed and reenacted back to its form prior to September 21, 2005.

Section 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

Section 5. This ordinance shall be published one time in the "Lodi News Sentinel," a daily newspaper of general circulation printed and published in the City of Lodi, and shall be in force and take effect 30 days from and after its passage and approval.

Approved this ____ day of _____, 2007.

BOB JOHNSON
Mayor

Attest:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. ____ was introduced at a regular meeting of the City Council of the City of Lodi held September 19, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held _____, 2007, by the following vote:

AYES: COUNCIL MEMBERS –

NOES: COUNCIL MEMBERS –

ABSENT: COUNCIL MEMBERS –

ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. ____ was approved and signed by the Mayor of the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved as to Form:

D. STEPHEN SCHWABAUER
City Attorney



CITY OF LODI

COUNCIL COMMUNICATION

TM

AGENDA TITLE: Approval of Expenses Incurred by Outside Counsel/Consultants Relative to the Environmental Abatement Program Litigation and Various Other Cases being Handled by Outside Counsel (\$11,552.96).

MEETING DATE: September 19, 2007 City Council Meeting

PREPARED BY: City Attorney's Office

RECOMMENDED ACTION: That the City Council approve for payment expenses incurred by outside Counsel/Consultants related to the Environmental Abatement Litigation in the total amount of \$9,932.66, and various other cases being handled by Outside Counsel in the amount of \$1,620.30.

BACKGROUND INFORMATION: Listed below are invoices from the City's outside counsel, Folger, Levin & Kahn; Kronick, Moskowitz, Tiedemann & Girard; and Miscellaneous Invoices for services incurred relative to the Environmental Abatement Program litigation, and various other matters that are currently outstanding and need to be considered for payment.

Folger Levin & Kahn - Invoices Distribution

| Invoice No. | Date | Description | Water Acct. Amount |
|--------------|---------|--------------------------------------|-----------------------|
| 7207 | 7/31/07 | West Environmental Services(Krasnoff | 5,166.73 |
| | | GeoTrans, Inc. (Jim Mercer) | 196.00 |
| Total | | | \$5,362.73 |

Kronick Moskowitz Tiedemann & Girard - Invoices Distribution

| Matter No. | Invoice No. | Date | Description | 100351.7323 |
|--------------|-------------|----------|---------------------------------|-------------------|
| 11233.026 | 234371 | 08/25/07 | Lodi First v. City of Lodi | 18.00 |
| 11233.027 | 234371 | 08/25/07 | Citizens for Open Government v. | 955.45 |
| 11233.029 | 234371 | 08/25/07 | AT&T v. City of Lodi | 646.85 |
| Total | | | | \$1,620.30 |

MISCELLANEOUS

| Invoice No. | Date | Description | Water Account Amount |
|-------------|-----------|-------------------------|-------------------------|
| 877001 | 8/27/2007 | Harry A. Cannon, Inc. | 1,879.83 |
| 1339870-100 | 8/28/2007 | JAMS Mediation Services | 2,690.10 |
| | | | \$4,569.93 |

APPROVED: _____

Blair King, City Manager

FISCAL IMPACT: Expenses in the amount of \$1,620.30 will be paid out of the General Fund and \$973.45 billed to Walmart for City's defense of the Lodi First litigation and Citizens for an Open Government. The remaining expenses will be paid out of the Water Fund and the Capital Outlay Fund.

| | | |
|---------------------------|--------------|------------|
| FUNDING AVAILABLE: | Water Fund | \$9,932.66 |
| | General Fund | \$1,620.30 |

Approved: _____
Stephen Schwabauer, City Attorney

Approved: _____
Kirk Evans, Budget Manager



CITY OF LODI COUNCIL COMMUNICATION

TM

AGENDA TITLE: Ordinance No. 1801 Entitled, "An Ordinance of the Lodi City Council Amending Chapter 13.20, 'Electrical Service,' by Repealing and Reenacting Section 13.20.210, 'Schedule EM,' Relating to Mobile Home Park Service Rates"

MEETING DATE: September 19, 2007

PREPARED BY: City Clerk

RECOMMENDED ACTION: Motion waiving reading in full and (following reading by title) adopting the attached Ordinance No. 1801.

BACKGROUND INFORMATION: Ordinance No. 1801 entitled, "An Ordinance of the Lodi City Council Amending Chapter 13.20, 'Electrical Service,' by Repealing and Reenacting Section 13.20.210, 'Schedule EM,' Relating to Mobile Home Park Service Rates," was introduced at the regular City Council meeting of September 5, 2007.

ADOPTION: With the exception of urgency ordinances, no ordinance may be passed within five days of its introduction. Two readings are therefore required – one to introduce and a second to adopt the ordinance. Ordinances may only be passed at a regular meeting or at an adjourned regular meeting; except for urgency ordinances, ordinances may not be passed at a special meeting. Id. All ordinances must be read in full either at the time of introduction or at the time of passage, unless a regular motion waiving further reading is adopted by a majority of all council persons present. **Cal. Gov't Code § 36934.**

Ordinances take effect 30 days after their final passage. **Cal. Gov't Code § 36937.**

This ordinance has been approved as to form by the City Attorney.

FISCAL IMPACT: None.

FUNDING AVAILABLE: None required.

Randi Johl
City Clerk

RJ/jmp

Attachment

APPROVED: _____
Blair King, City Manager

ORDINANCE NO. 1801

AN ORDINANCE OF THE LODI CITY COUNCIL
AMENDING CHAPTER 13.20, "ELECTRICAL
SERVICE," BY REPEALING AND REENACTING
SECTION 13.20.210, SCHEDULE EM, RELATING TO
MOBILE HOME PARK SERVICE RATES

BE IT ORDAINED BY THE LODI CITY COUNCIL AS FOLLOWS:

SECTION 1. Lodi Municipal Code Section 13.20.210 is hereby repealed and reenacted to read as follows:

APPLICABILITY:

This schedule is applicable to service supplied to mobile home parks through one meter and sub-metered to all individual mobile home units.

RATES:

Minimum Charge\$5.00

Energy Charge is by Tier of kWh usage:

| | <u>Tier 1</u> (Baseline) | <u>Tier 2</u> (101-130% of baseline) | <u>Tier 3</u> 131-200% of baseline) | <u>Tier 4</u> (201-300% of baseline) | <u>Tier 5</u> (Over 300% of baseline) |
|--------|------------------------------------|---|--|---|--|
| \$/kWh | \$0.1420 | \$0.1450 | \$0.2235 | \$0.3180 | \$0.3300 |

Summer (May through October) Energy Tiers

| | <u>Tier 1</u> (Baseline) | <u>Tier 2</u> (101-130% of baseline) | <u>Tier 3</u> 131-200% of baseline) | <u>Tier 4</u> (201-300% of baseline) | <u>Tier 5</u> (Over 300% of baseline) |
|-----------------------------|------------------------------------|---|--|---|--|
| Beginning Tier kWh/month | 0 | 482 | 626 | 963 | >1,443 |
| Ending Tier kWh/month | 481 | 625 | 962 | 1,443 | |

Winter (November through April) Energy Tiers

| | <u>Tier 1</u> (Baseline) | <u>Tier 2</u> (101-130% of baseline) | <u>Tier 3</u> 131-200% of baseline) | <u>Tier 4</u> (201-300% of baseline) | <u>Tier 5</u> (Over 300% of baseline) |
|-----------------------------|------------------------------------|---|--|---|--|
| Beginning Tier kWh/month | 0 | 392 | 509 | 783 | >1,173 |
| Ending Tier kWh/month | 391 | 508 | 782 | 1,173 | |

MASTER METER / SUB-METER DISCOUNT:

For each occupied mobile home park unit, the park owner will receive a discount in the same amount as allowed to PG&E by the California Public Utilities Commission for the nearest geographic area, expressed as one twelfth of a discount amount based on a 365 day year.

ENERGY COST ADJUSTMENT (ECA):

An energy cost adjustment shall be included in each bill for service as provided in Section 13.20.175 Schedule ECA – Energy Cost Adjustment.

BILLING CYCLE CHARGE (MONTHLY BILL):

The Billing Cycle Charge is the higher of the Minimum Charge or the sum of the Energy Charge, the Discount and the ECA.

SPECIAL CONDITIONS:

- (a) This rate is available only for mobile home park master metering in service prior to March 31, 1989.
- (b) It is the responsibility of the master-metered customer to notify the City Finance Department by the 5th day of each month of any change in the number of occupied mobile home park units wired for service on the first day of that month.
- (c) Miscellaneous electric loads such as general lighting, laundry rooms, general maintenance, and other similar use incidental to the operation of the premises as a multi-family accommodation will be considered domestic use.
- (d) For the master-metered Customer to qualify for Single Household Alternative Rate for Energy (SHARE) and/or the Residential Medical Discount, the qualified sub-metered tenants of the master-metered Customer must submit the applicable application(s), including the tenant's unit number, to the City of Lodi Finance Department. The City of Lodi Finance Department will notify the master-metered Customer in writing of the tenant's certification for these programs.
- (e) For tenants who are on fixed incomes below \$45,000 annually and who are over 62 years of age, and do not qualify for any other discount, a discount of 5% of the qualifying tenant's electric bill (Fixed Income Discount) shall be provided to the master-metered Customer. Procedures as to qualification will be established by the Electric Utility Department.
- (f) The master-metered customer, not the City of Lodi, is responsible for extending the SHARE, Residential Medical Discount, and Fixed Income Discount to tenants certified to receive them. If verification establishes that the SHARE, Residential Medical Discount, or Fixed Income Discount tenant is ineligible, the tenant will be removed from the master-metered Customer's qualified tenants and the City of Lodi may render corrective billings.
- (g) The master-metered Customer shall not bill any sub-metered tenant more than that tenant would be billed if that tenant were an individual customer of the City of Lodi. For a qualifying SHARE tenant, the master-metered Customer shall bill the qualifying tenant at the applicable rates equivalent to Schedule ED, Residential SHARE Program Service. For a tenant qualifying for a Residential Medical Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of Schedule MR, Residential Medical Discount. For tenants qualifying for a Fixed Income Discount, the master-metered Customer shall bill the qualifying tenant in accordance with the provisions of paragraph (e) herein. A tenant not qualified for any of the above discounts shall be billed using the same rate schedule that the City bills the park owner (e.g., in accordance with the section titled "Rates" herein), excepting the Master Meter / Sub-Meter Discount shall not be provided to tenants.
- (h) The master-meter/sub-meter rate discount provided herein prohibits further recovery by mobile home park owners for the costs of owning, operating and maintaining their electric sub-metered system.

- (i) Upon request, mobile home park owners must submit copies of their tenant billings to the City of Lodi for auditing to ensure compliance with this rate tariff, provided however that such requests shall not be made more often than semi-annually.

SECTION 2. No Mandatory Duty of Care. This ordinance is not intended to and shall not be construed or given effect in a manner which imposes upon the City, or any officer or employee thereof, a mandatory duty of care towards persons or property within the City or outside of the City so as to provide a basis of civil liability for damages, except as otherwise imposed by law.

SECTION 3. Severability. If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, such invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application. To this end, the provisions of this ordinance are severable. The City Council hereby declares that it would have adopted this ordinance irrespective of the invalidity of any particular portion thereof.

SECTION 4. All ordinances and parts of ordinances in conflict herewith are repealed insofar as such conflict may exist.

SECTION 5. This ordinance shall be published pursuant to law and shall become effective 30 days from the date of passage and adoption.

SECTION 6. This amended Schedule referenced above shall be effective on applicable electric utility billings prepared by the City of Lodi on or after November 1, 2007, or the first date allowable under State law.

Approved this 19th day of September, 2007

BOB JOHNSON
MAYOR

ATTEST:

RANDI JOHL
City Clerk

State of California
County of San Joaquin, ss.

I, Randi Johl, City Clerk of the City of Lodi, do hereby certify that Ordinance No. 1801 was introduced at a regular meeting of the City Council of the City of Lodi held September 5, 2007, and was thereafter passed, adopted, and ordered to print at a regular meeting of said Council held September 19, 2007, by the following vote:

AYES: COUNCIL MEMBERS –
NOES: COUNCIL MEMBERS –
ABSENT: COUNCIL MEMBERS –
ABSTAIN: COUNCIL MEMBERS –

I further certify that Ordinance No. 1801 was approved and signed by the Mayor on the date of its passage and the same has been published pursuant to law.

RANDI JOHL
City Clerk

Approved to Form:

D. STEPHEN SCHWABAUER
City Attorney